<u>2019[2017]</u> - <u>2021[2019]</u>

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE STATE OF IOWA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 61 AFL-CIO

MASTER CONTRACT for the following bargaining units

BLUE COLLAR
CLERICAL
COMMUNITY CORRECTIONS
EDUCATION
FISCAL & STAFF
PATIENT CARE
SECURITY
TECHNICAL

Effective: July 1, 2019[2017] through June 30, 2021[2019]

Note: Throughout the course of these negotiations, the Union reserves the right to add to, delete from and/or revise this proposal.

Note: All notations in the Collective Bargaining Agreement which make a reference to an Appendix needs to be reviewed mutually to ensure that the notations are appropriately placed in the Collective Bargaining Agreement.

ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 2019, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

ARTICLE II RECOGNITION AND UNION SECURITY

Section 1 Bargaining Units

- A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa Public Employment Relations Board (PERB) as set forth in Appendix A. The Employer will not, during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.
- B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, part-time or temporary employees who are employed for four (4) months or less per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.
- C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week, will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.
- D. The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may

proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution. (Board of Regents, see Appendix M)

Section 2 Dues Deduction

On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with information in an electronic format agreeable to both parties, which shows each bargaining unit employee's name, home address, home number in the public domain, payroll number, work location, work number (if available), pay grade, step, and hourly wage rate, as well as a header tape with insurance information, and any other information mutually agreed to. Each time the ten (10) digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the header codes and code key.

Section 3 Bulletin Boards

- A. The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customarily used for the posting of information to the employees in the State workplace. It is understood that there shall be no pyramiding by the Union and that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining units represented. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at State institutions.
- B. No political campaign literature or material detrimental to the Employer or the Union shall be posted.
- C. The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

(Capital Complex, see Appendix I)

Section 4 Union Leave

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to

exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

- B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar day's written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any special meeting requiring less than ten (10) calendar days' notice must be arranged through the Department of Administrative Services-Human Resources Enterprise (DAS-HRE). Union leave with less than ten (10) calendar day's advance notice shall be limited to ten (10) days per employee per year.
- C. Upon the request of the President of AFSCME Iowa Council 61 to the Chief Operating Officer of the Department of Administrative Services Human Resources Enterprise, employees shall be granted a Union leave for other Union activities. Such leave(s) shall be limited to ninety (90) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.
- D. During Union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the written request of the President of AFSCME Council 61, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall submit a billing including the dates of the leave and the number of hours used to AFSCME within thirty (30) calendar days of the end of the pay period in which the leave occurred. The billing will include gross wages including the Employer's share of retirement and federal payroll taxes paid during such periods of Union leave without pay. The Employer shall receive reimbursement from the Union within thirty (30) calendar days following receipt of the Employer's billing.

Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

Section 5 Union Conventions and Conferences

- A. Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days annually, to attend said conventions.
- B. Duly elected Union delegates or alternates to the biennial convention of AFSCME International, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days, to attend said convention.
- C. Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.
- D. The Union shall give the Employer at least ten (10) work days' advance notice of the employees who will be attending such functions whenever possible. Time off taken pursuant to this Section may be charged to vacation, earned compensatory time, or leave of absence without pay as the individual employee may designate.

Section 6 Discrimination

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of Union or non-union affiliation.

Section 7 Union Activity Protection

- A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted Union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.
- Bargaining unit employees who allege a violation of these В. rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and Public Employment Relations Board (PERB) Rules, Iowa Administrative Code 621-3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited procedure for the resolution of alleged violations of subsection A of this Section. When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this Agreement agree that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

Section 8 Union Visitation

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

Section 9 No Reprisal

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the General Assembly, the Legislative Service Agency or the respective caucus staff of the General Assembly, or for disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 10 Electronic Communication

For purposes of this section, the term "electronic communication device" is defined to mean the Employer's telephone, cellular telephone, pager, facsimile machine, and the e-mail system. Only representatives of the Union whose names have been provided to the Employer shall be permitted to use electronic communication devices subject to the following conditions:

- 1. The amount of time used by the Union representative must be reasonable and must not unduly interfere with the performance of the Union representative's work duties.
- 2. Communication is limited to the processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other information normally posted on Union bulletin boards.
- 3. No political campaign literature or material detrimental to the Employer will be transmitted by the Union representative.
- 4. Employees who use electronic communication devices will be responsible for payment of costs incurred by the Employer which are in addition to normal operating costs.
- 5. Employer work rules and policies, not in conflict with this Section, will apply.

Nothing herein should be construed as creating restrictions on previously permitted uses or as authorizing use in locations where use is prohibited due to health, safety, confidential or security reasons.

Section 11 New Employee Orientation

The Employer will notify the local Union President/Chapter Chair within fourteen (14) calendar days that a new employee has been hired. The Employer will provide the name(s) and work location(s) of all new employee(s). One (1) representative of the local Union shall be part of the Employer's formal orientation and shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals. New employees who are members of the bargaining unit will be required to attend the thirty (30) minute Union orientation in paid status. Non-bargaining unit employees will not be allowed to attend the Union orientation.

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President/Chapter Chair, within fourteen (14) calendar days, that a new employee(s) has been hired. The Employer will provide the name(s) and work location(s) of the new employee(s). The Employer will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with

the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union.

The Employer retains the right to review materials provided for new employees by the Union and refuse to distribute any political campaign literature or material detrimental to the Employer.

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty. This does not supersede the current agreement on New Employee Orientation between the Union and the Department of Corrections. That agreement remains in effect.

ARTICLE III MANAGEMENT RIGHTS

Consistent with this Agreement, Management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

- 1. Direct the work of its employees.
- 2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
- 3. Suspend, discipline or discharge employees for proper cause.
- 4. Maintain the efficiency of governmental operations.
- 5. Relieve employees from duties because of lack of work or for other legitimate reasons.
- 6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
- 7. Take such actions as may be necessary to carry out the mission of its agencies.
- 8. Initiate, prepare, certify and administer its budget.
- 9. Exercise all powers and duties granted to the Employer by law.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1 Definition

- A. A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.
- A grievance shall contain a statement of the grievance by В. indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union. If a grievance form lacks any of the information required by this subsection, the grievance shall be returned to the Local Union Steward who filed the grievance with a copy to the Union and the Local Union with an explanation. The Local Union Steward will have seven (7) calendar days from the date of the read receipt to resubmit the original grievance with the required information.
- C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.
- D. The arbitration provisions of this Agreement may only be invoked with the approval of the Union and, in the case of an employee's grievance, only with the approval of the employee.
- E. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

Section 2 Grievance Steps

(Board of Regents, see Appendix J; Community Based Corrections, see Appendix P)

- A. Step 1
 - Within fourteen (14) calendar days of receipt of the written grievance from the employee or his/her Union representative, the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, and returned to the employee and the Union representative within fourteen (14) calendar days from receipt of the written grievance submitted to the Appointing Authority. Settlements at this step will be non-precedent setting unless designated otherwise.
- B. Step 2
 - If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or handdelivered to the Chief Operating Officer of DAS-HRE or the Officer's designee, or the District Director or his/her designee for CBC, within fourteen (14) calendar days from receipt of the answer in Step 1. Within forty-five (45) calendar days after the receipt of the appeal at Step 2, the designee of the Chief Operating Officer of DAS-HRE, or the District Director or his/her designee for CBC, will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge, the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting, a written answer will be issued and attached to the grievance by the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee, or the District Director or his/her designee for CBC, and departmental or interdepartmental), hand-delivered, or e-mail (if the grievant provides an e-mail address). E-mails will be considered confidential personnel documents in accordance with Iowa Code Section 22.7.

(Board of Regents, see Appendix J; Community Based Corrections, see Appendix P)

Note: Grievances filed under Article IV, Section 9 will be eligible to proceed to GRIP. All other grievances will be eligible to proceed to arbitration.

C. Step 3 - Grievance Resolution Improvement Process (GRIP):
Disciplinary grievances which have not been settled under the
foregoing procedures are eligible to be heard by the Grievance
Resolution Panel. To be considered further, the grievance must
be placed on the Grievance Resolution Panel docket within
thirty (30) calendar days from receipt of the answer in Step 2
by the keeper of the docket. The issue as stated in Step 2
shall constitute the sole and entire subject matter to be
heard by the Grievance Resolution Panel, unless the parties
mutually agree to modify the scope of the grievance.

The procedures to be used by the Grievance Resolution Panel will be governed by the "Rules of Procedure for the Grievance Resolution Improvement Process." The Rules of Procedure are set forth in Section 14 of Article IV of the Agreement. The parties may, however, agree to a more detailed set of rules of procedure outside of this Agreement. Before rules of procedure not contained within this Agreement take effect and become enforceable they must be signed by both the President of AFSCME Iowa Council 61 and the Director of DAS. Any rule of procedure returned to the grievant and the Union representative. Step 2 answers shall be sent by facsimile transmission, regular U.S. mail, local mail (institutional, that is in conflict with this Agreement or the law is unenforceable.

D. Step 4 - Arbitration
Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the Step 2 answer without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request PERB to submit a five (5) member panel of arbitrators. If the panel submitted by PERB is unacceptable to either party, the parties shall request a

second panel of arbitrators from PERB. The AFSCME representative and the DAS-HRE representative will contact the arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-HRE representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Except as provided in Section 8 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided any such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step through the date the grievance answer should have been issued in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within fourteen (14) calendar days of the date the grievance answer should have been issued. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 2 was due in the event the Employer fails to timely provide the response. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Names of Stewards and Management Representatives
For informational purposes only, the Union shall provide DAS-HRE
with a written list setting forth the names and jurisdictional
areas of Union representatives.

The Employer shall supply the Local Union with a list of Management representatives to contact on grievance matters.

Section 7 Representation

An employee may consult with a local Union representative during working hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union representative's supervisor.

Section 8 Processing Grievances

Union representatives who are members of Judicial Branch or Executive Branch bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meeting and/or hearing regarding grievances. However, only one (1) local Union representative will be in pay status for any one (1) grievance. Whenever possible, the Union representatives will provide twenty-four (24) hours notice to their supervisor(s).

Further, in a group grievance, up to three percent (3%), but not less than one (1) nor more than ten (10) of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which involve like circumstances and facts for the grievants involved.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving third shift employees either during that shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of third shift employees for such grievance meetings unless the Employer specifically requests, or if the parties mutually agree, that the grievant attend the hearing, in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 9 Discipline and Discharge

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. The employee who alleges that such action was not based upon just cause may appeal a suspension or discharge taken by the Employer beginning with Step 2 of the grievance procedure. All other disciplinary action shall begin with Step 1 of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

(See Appendix H for discipline related to attendance)

Written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after one (1) year provided no further disciplinary action has been taken against the employee.

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

- 1. Reassign the employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days, or
- 2. Suspend the employee from work for up to twenty-one (21) calendar days.

If the employee is suspended under number two (2) above, the employee shall be in pay status at their current rate of pay. If the investigation has not been completed within twenty-one (21) calendar days, the Employer will provide the steward who was involved in the investigation (if applicable) and the local Union President with a report regarding the status of the investigation. Additional reports will be provided on a periodic twenty-one (21) day basis thereafter. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the

Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken. Written notice of the disciplinary action or measure imposed may be provided to the Union by electronic communication with a read receipt. The Local Union and Management may agree upon processes for distributing written notices. If the Local Union and Management have a procedure for distributing written notices that is currently in place, this procedure will continue unless the Local Union and Management mutually agree to change the procedure.

Section 10 Exclusion of Probationary Employees

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

Section 11 Exclusion of Grievant

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

Section 12 Exchange of Information for Processing Grievances

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union representative present during the investigatory interview) shall apply during investigatory interviews of an employee. Management shall inform an employee of their right to have a Union representative present during the investigatory interview.
- C. Upon request from the Union representative, the Employer will provide that Union representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.

- E. Employees who receive witness statements must comply with the State's policy that witness statements and the information contained in the statements will not be redisseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on redissemination will be subject to disciplinary action.
- F. When a grievance is scheduled for arbitration, if the representative of either party desires to interview a witness prior to the arbitration hearing and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from DAS-HRE. Witnesses are not required to grant the interview, however, such interviews, when conducted, shall be limited to the witness, an AFSCME Iowa Council 61 staff representative or attorney, and the representative from DAS-HRE.

Section 13 Resolution of Timeliness Arbitrability Issues

Where an issue exists as to the timeliness arbitrability of a particular grievance, the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee shall give written notice to the Union. Following written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date that DAS-HRE provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing. The party that does not prevail in the timeliness dispute must pay the cost of that hearing.

Section 14 Grievance Resolution Improvement Process (GRIP)

The Department of Administrative Services - Human Resources Enterprise Chief Operating Officer or General Counsel and the President of AFSCME Iowa Council 61 will establish a regular meeting schedule to discuss how the Grievance Resolution Improvement Process (GRIP) is working, determine if there are problems that need to be resolved, and develop a plan for resolution of the issues.

A. The parties agree to utilize GRIP for all departments. GRIP will be limited to twenty (20) disciplinary cases per month.

B. Operation of Panel

1. Rules of Procedure

The Panel shall consist of four (4) representatives: two (2) representatives from AFSCME Iowa Council 61 and two (2) representatives from the State. The operation of the Panel shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties and signed by both the President of AFSCME Iowa Council 61 and the Director of DAS.

2. Order of Cases

Every attempt will be made to hear docketed discharge cases during the time period scheduled for the case. Cases may be deadlocked in advance of the hearing.

3. Hearings

The Panel will hear presentation from each party to the grievance. Each party will be permitted a maximum of twenty (20) minutes [thirty (30) minutes for disciplinary terminations] for its presentation Witness statements and supporting documentation may be provided. Any information not presented at Step 2 of the grievance procedure that is to be used by either presenter will be exchanged between the parties at least seven (7) days prior to the meeting of the Panel. Exception will be allowed for evidence or witness statements submitted up to forty-eight (48) hours in advance of the meeting, if the information is mutually agreed upon. Information allowed under this exclusion must be of such significant nature as to potentially alter a reasonable decision on the grievance. If the party not submitting the documentation can make a justified argument that the party submitting the information had knowledge of the evidence or statements prior to the seven (7) day rule, such late evidence or statements will not be allowed.

During the presentation, only Panel members, the parties presenting the case and those directly involved in the specific case being heard shall be allowed to sit in the immediate area where the case is being conducted. Other members of the Panel observing the case shall not participate in the presentation, the discussion or the questioning.

The Employer will present first. Each party shall have twenty (20) minutes [thirty (30) minutes for disciplinary terminations] to present its case in chief. Each party shall declare, prior to the presentation of its case

whether there will be a co-presenter on any respective case. The number of presenters shall be limited to two (2) individuals. Any co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut; however no co-presenter may respond during the summation and rebuttal portion of the hearing. Summation and rebuttal shall not extend beyond five (5) minutes [ten (10) minutes for disciplinary terminations].

The AFSCME Iowa Council 61 Representative or the designated AFSCME steward will normally handle the Union presentation. The Department Director or his/her representative will normally handle the presentation for the Employer.

After each party has submitted its case and rebuttal, the panel members will be free to ask questions of the parties. After such questioning, the Panel will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be sufficient. When the Panel goes into executive session, all others must retire from the room. After a decision has been reached by a majority vote of the Panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Panel. The Panel has the authority to support, reject or modify any action taken. Decisions of the Panel are final and binding and may or may not be precedent setting as the Panel determines. Failure to reach a majority vote will create a deadlock or tied vote and such shall be recorded as the outcome. In the event of a deadlock, the grievance may proceed to arbitration as outlined in Step 4 of Section 2(D).

(The Rules of Procedure, and any additional agreed upon rules, shall be posted on the DAS's website.)

ARTICLE V SENIORITY

Section 1 Definition

A. For employees not covered by a collective bargaining agreement on July 1, 2003, seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of

seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

- B. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.
- C. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.
- D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.
- E. An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this Agreement.
- G. For all other employees, seniority means an employee's length of continuous service with the Employer since his/her date of hire in a permanent position covered by this Agreement. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in a classification covered by this contract and contiguous to the appointment to a permanent position. No employee in a position covered by this Agreement on July 1, 2003, shall lose seniority by virtue of operation of this Section.

Section 2 Seniority Lists

A. The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local union at the time of posting.

B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

Section 3 Retroactivity Prohibited

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by DAS-HRE or the Board of Regents (BOR) prior to the effective date of this Agreement. For employees at the Department of Commerce, Alcoholic Beverages Division, all Warehouse Operations Workers and Transport Drivers who were employed when the State became the Employer will have the same seniority date. The employee's actual date of hire with the warehouse and transport operations will determine seniority.

ARTICLE VI TRANSFERS

Section 1 Transfer Limitations

Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from the original work site will be provided a twenty (20) working day notice.

Section 2 Return from Military Service

If required by Uniformed Services Employment and Reemployment Rights Act (USERRA) to allow the returning veteran to assume the position that they would have successfully bid on if not on active military service, or if the veteran returns to the position held prior to active military service and a shift imbalance occurs, the Employer will reassign the least senior employee in the affected classification on the affected shift.

ARTICLE VII HOURS OF WORK

Section 1 Work Schedules

(This Section shall not apply to employees in the Professional Fiscal & Staff bargaining unit.)

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

- B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Written notice of the permanent changes in work schedules may be provided to the Union and the affected employees by electronic communication with a read receipt. The fourteen (14) calendar day notice will start on the date of the read receipt. However, employees who work in research laboratories in academic departments of the BOR institutions may have their schedules changed to meet research needs without incurring any overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.
- C. Any permanent schedule change made by the Employer that is grieved will not be implemented until Step 2 of the grievance procedure is exhausted. Such grievances shall begin with Step 2 of the grievance procedure.
- D. Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:
 - a. Variable starting and ending times;
 - b. Compressed work week such as:4-ten hour days, or4-nine hour days and one (1) four hour day;
 - c. Other mutually agreeable flexible hour concepts, which may include weekend work only. When a request for flextime is denied the written rationale will be provided to the employee within five (5) working days after the date Management receives the request. The term "Management Rights" will not be used as sole justification for denial of flextime.

(Department of Transportation, see Appendix F; Professional Fiscal & Staff, see Appendix N; Park Managers, see Appendix M)

Section 2 Overtime

(This section shall not apply to employees in the Professional Fiscal & Staff bargaining unit)

- A. Definitions
 - 1. Overtime:

Time that an employee works in excess of forty (40) hours per work period.

(Airport Firefighters, see Appendix C; Patient Care, see Appendix T)

2. Work Period:

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. (Patient Care, see Appendix W)

3. Work Time:

The following items will be regarded as hours worked for the purpose of computing overtime pay:

- a. Hours worked excluding standby time.
- b. Rest periods.
- c. Holidays when paid in cash in the week of occurrence.
- d. Annual leave.
- e. Compensatory leave.
- f. Unscheduled holidays.
- g. Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance.
- h. Court appearances as defined in Article X, Section 4.
- i. Voting leave as defined in Article X, Section 4.
- j. Jury duty leave as defined in Article X, Section 4.
- k. Travel between job sites during or after the regular work day.
- 1. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
- m. Wash-up time taken in accordance with Section 5 of this Article.

(Department of Transportation, see Appendix F; Iowa Workforce Development, see Appendix Q; Patient Care, see Appendix T)

B. Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked, whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

- 1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
- 2. Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty (160) will be paid out in cash. All Bargaining Unit employees will be allowed to carryover forty (40) hours of Compensatory time from one fiscal year to the next. If the carryover is different than forty (40) hours, it will

be noted in the applicable appendix and payment for compensatory time will be as provided in the applicable appendix.

(Department of Public Defense, see Appendix D; Department of Administrative Services-General Services Enterprise, see Appendix I; Department of Transportation, see Appendix F)

- 3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.
- 4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
- (Department of Public Defense, see Appendix D)

 5. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

(Department of Corrections, see Appendix E; Patient Care Unit, see Appendix T)

- C. Scheduling of Overtime
 - 1. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.
 - 2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution.
 - 3. Upon request, the Union may review overtime equalization records.

(Department of Transportation, see Appendix F)

- D. Pyramiding Prohibited
 Payment of overtime at a premium rate shall not be compounded
 or paid in addition to any other premium rate paid for work
 incurred during the same work period. There shall be no
 duplication or pyramiding of any premium pay provided for
 under the provisions of this Agreement for the same hours
 worked. Holidays which fall on an employee's regularly
 scheduled work day will be counted for the purpose of
 computing overtime eligibility. Holidays which fall on an
 employee's regularly scheduled day off will be paid at the
 employee's regular straight time rate and shall not be counted
 for the purpose of computing overtime eligibility.
- F. Employees Returning From Leaves of Absence
 New employees or employees returning from a leave of absence
 shall be credited with the average number of overtime hours
 worked by employees within the work unit.

Section 3 Meal Periods

- A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.
- B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

(Security Unit, see Appendix L; Clerical Unit, see Appendix O; Professional Fiscal & Staff Unit, see Appendix N; Department of Corrections, see Appendix E)

Section 4 Rest Periods

- A. All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift. Employees who are scheduled to work in excess of eight (8) hours shall be granted one (1) additional (15) minute rest period per shift.
- B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

C. Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve 12) hours of work.

(Clerical Unit, see Appendix O; Professional Fiscal & Staff Unit, see Appendix N)

Section 5 Wash-Up Time

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

Section 6 Shift Differential

- A. Effective July 1, 2019, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of sixty cents (\$0.60) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of sixty-five cents (\$0.65) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.
- B. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks [fourteen (14) calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix M)

Section 7 Standby

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly

rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix M)

Section 8 Call-Back Time

- A. The Employer agrees that an employee called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that an employee who is called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.
- B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix M)

Section 9 Travel Between Work Sites

Employees who are required by the Employer to report to a work site for the purpose of picking up tools, equipment and/or uniforms, and who subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

Section 10 Scheduling of Volunteer Emergency

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel or volunteer emergency medical technicians for a community during the preceding twenty-four (24) hours.

All employees of the State, other than employees employed temporarily for six (6) months or less or those employees considered essential personnel, who are volunteer firefighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

Section 11 Volunteer Firefighters

- A. Employees who participate as volunteer firefighters at their work site shall be compensated with an additional ten dollars (\$10.00) each pay period.
- B. The Employer shall not prorate this compensation during any leave of absence without pay of less than five (5) days in duration.

Section 12 Med Passer Differential

Department of Human Services, see Appendix J; Iowa Veterans Home, see Appendix V; Department of Corrections, see Appendix H; and Community Based Corrections, for allotment of medications, see Appendix S.

ARTICLE IX WAGES AND FRINGE BENEFITS

Section 1 Wages

A. On the first day of the pay period that includes July 1, $\underline{2019}$ $\underline{\{2017\}}$, employees in the bargaining units covered by this Agreement shall receive a $\underline{\text{three}}$ $\underline{\{one\}}$ percent $(\underline{3.0}$ $\underline{\{1.0\}})$ across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

B. On the first day of the pay period that includes July 1, <u>2020</u> [2018], employees in the bargaining units covered by this Agreement shall receive a <u>three</u> [one] percent (<u>3.0</u> [1.0]) across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%)

within-grade increases in accordance with their eligibility date.

- C. All Regents employees eligible for negotiated within-range increases shall receive an automatic within-grade increase of four and one-half percent (4.5%) in accordance with their eligibility date. In addition, employees who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to four and one-half percent (4.5%).
- D. All DOT employees in the bargaining unit who are currently receiving longevity payments shall continue to receive such payments in accordance with their current longevity step and rate. However, such longevity payment shall be frozen at the current longevity step for all DOT employees and no additional increases shall be granted to any employee except employees in the Clerical bargaining unit and those employees in the Professional Fiscal & Staff bargaining unit who were designated "104U" or "004U" prior to January 1989.

All DOT employees in the bargaining unit who are currently receiving longevity payments shall continue to receive such payments in accordance with the established longevity step and rate. Employees not currently receiving longevity payments shall not be eligible for such payments.

- E. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.
- F. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.

Section 2 Deferred Compensation

All Executive Branch including Regents employees who are eligible for Internal Revenue Code Section 457 Deferred Compensation, the Employer shall match contributions one dollar (\$1.00) for each one dollar (\$1.00) contributed by the employee up to a maximum of seventy-five dollars (\$75.00) per month.

Section 3 Selected IRS Pre-Tax Benefits

- A. The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.
- B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.
- C. The State will provide a program consistent with Internal Revenue Code Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.
- D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees that the Union will determine the utilization of the employee share of the surplus in outlying years, subject to the limitations set by the various federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

Section 4 Workers' Compensation Benefits

- A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits, as set forth in this Article. During the pendency of Workers' Compensation appeal proceedings for workers' compensation benefits, the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.
- B. Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

Section 5 Sick Leave

A. Accrual

Regents employees

- 1. All permanent Regents bargaining unit employees of the State shall accrue sick leave at the rate of one and a half (1-1/2) days for each full month of service. Sick leave shall not accrue during any absence without pay.
- 2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

Non-Regents Employees

- 1. All permanent Non-Regents bargaining unit employees of the State shall accrue sick leave at the rate of one and a half (1-1/2) days for each full month of service. Sick leave shall not accrue during any absence without pay.
- 2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

(Airport Firefighters, see Appendix C)

B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Section.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an

employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

- 2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed three (3) scheduled work days for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.
- 3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.
- 4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
- 5. Employees may use accrued sick leave for care of and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above), or for the birth of their child. Use of sick leave for this purpose is limited to forty (40) hours per year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.
- 6. Employees may use accrued sick leave during adoption. Such leave shall not exceed forty (40) hours.
- 7. Sick leave shall not be used for any reasons not specifically set forth above.
- C. Sick Leave Accounts The accrued sick leave shall be placed in an employee's sick leave account.

D. Cancellation of Sick Leave
Separation from state service shall cancel all unused
accumulated sick leave. However, when an employee is laid
off, any unused accumulated sick leave shall be restored,
provided the employee is re-employed by any agency of the
State within two (2) years.

E. Conversion Rights

- 1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half (1/2) day (4 hours) added to their accrued vacation account in lieu of the accrual of sick leave.
- 2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.
- 3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96) beyond twice their annual vacation and unscheduled holiday entitlement.

(Community Based Corrections, see Appendix P)

Section 11 Paid Annual Leave of Absence (Vacation)

- A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.
- B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:
 - 1. Full-Time Employees
 - a. Annual leave shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.

Years of Service	Accrual Rate/Year
0 through 4	80 hours (10 days)
5 through 11	120 hours (15 days)
12 through 19	160 hours (20 days)
20 through 24	176 hours (22 days)
25 & up	200 hours (25 days)

Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by each department director and BOR institution president or superintendent. Eligibility for these payments is not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

(Department of Corrections, see Appendix E)

- 2. School Year Employees
 Employees who are regularly employed on a school year
 basis for less than twelve (12) months out of a year
 shall be granted pro rata annual leave consistent with
 Permanent
- 3. Part-Time Employees
 Employees who are regularly employed for twenty (20) or
 more hours but less than forty (40) hours per week on a
 continuing basis shall be granted pro rata leave
 consistent with paragraph 1(a) above.

(Airport Firefighters, see Appendix C)

- C. Annual leave shall not be earned for any period of absence without pay.
- D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come-first served basis. Vacation

requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. If local Management and the local Union/Chapter have agreed to a vacation scheduling practice, this provision shall not supersede that practice. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Grievances regarding the denial of vacation shall begin with the Step 2 of the grievance procedure. The time frame at Step 2 of the grievance procedure will be thirty (30) days. Any disputes resulting from scheduled vacation priorities will be resolved by the local Union. If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

Section 12 Holidays

- A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Field staff personnel shall receive an additional four (4) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 11 Paid Annual Leave of Absence (Vacation) in this Article.
 - 1. Scheduled Holidays:

New Year's Day, January 1

Dr. Martin Luther King's Birthday, third Monday in January (or other holiday designated annually by the BOR for BOR employees)

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11 (or other holiday designated annually by the BOR for BOR employees)

Thanksgiving Day, the fourth Thursday in November Friday after Thanksgiving Christmas Day, December 25

2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

(Airport Firefighters, see Appendix C)

B. Holiday Pay

When a holiday falls on an employee's regularly scheduled work day, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls on a scheduled day off (rest day) the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

When an employee is required to work on a holiday, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. The holiday pay may be in cash or compensatory time at the employee's discretion.

When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Appointing Authority. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

(Department of Corrections, see Appendix E)

B. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in Section 12(A) above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half (1/2) of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time. However, in accordance with the Fair Labor Standards Act, the

employee must receive cash payment for all hours worked on the holiday.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year.

(Department of Corrections, see Appendix E)

C. Employees working a compressed work week will not have their schedule changed during a work week that includes a holiday. This shall not apply in those situations where the Employer provides written notice at the time the employee accepts a compressed work week that such schedule changes will occur during any work week that includes a holiday.

(Department of Corrections, see Appendix E)

- D. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.
- F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.
- G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

(Department of Transportation, see Appendix F)

Section 13 Travel and Lodging

Thirty (30) days prior to the implementation of any change to the reimbursement rate for mileage, meals or lodging, the State will notify the President of AFSCME Iowa Council 61 and provide information regarding the change.

Section 14 Payday

Current Contract Language ARTICLE I, Section 2

A. General government employees shall be paid on a bi-weekly basis.

Each employee may choose among the options currently provided by the employing unit for receiving paychecks. The Employer

will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion.

(DAS-GSE, see Appendix I)

B. BOR employees who are currently paid in equal monthly paychecks with no lag in pay shall continue to be paid in this manner. The number of regular work hours in the calendar year shall be multiplied by the hourly rate to calculate the annual salary. The annual salary shall be divided by twelve (12) to calculate the monthly paycheck. All other calculations with respect to employee's pay shall remain unchanged.

BOR employees who are currently paid semi-monthly will continue to be paid semi-monthly. All other calculations with respect to employee's pay shall remain unchanged.

C. The Employer will not require bargaining unit employees employed before July 1, 2009, to direct deposit their paychecks. The Employer agrees to comply with 91A of the Code of Iowa.

ARTICLE X LEAVES OF ABSENCE

Section 1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period.

Parental leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.

B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 3 Leaves of Absence Without Pay

Leave without pay provisions shall apply to the following benefits: health, dental, life and long-term disability insurances; pre-tax; deferred compensation; flexible spending accounts; tax sheltered annuities; holiday pay; sick leave accrual; vacation leave accrual; shift differential pay and longevity pay.

Except as otherwise provided in this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

(Community Based Corrections, see Appendix P)

- A. Parental Leave Employees shall be granted parental leave of absence without pay as follows:
 - 1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
 - 2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position.
 - 3. Except as provided under Article IX, Section 10 of this Agreement, Sick Leave, all periods of parental leave shall be leaves of absence without pay.
- B. Military Leave
 Whenever an employee enters the active military service of the
 United States, the employee shall be granted a military leave
 as provided under Section 29A.28 of the Code of Iowa and the

applicable federal statutes.

- C. Unpaid Educational Leave

 It is the expressed intent of the Employer to promote continued education by employees of the State and, in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:
 - 1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.
 - 2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

(Professional Fiscal & Staff, see Appendix N; Community Based Corrections, see Appendix P)

D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld.

Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the Employer.

2. Bargaining unit employees who are physically injured and unable to work as a result of attacks by inmates, residents, patients, visitors, students or clients of the

State and who have exhausted their leave of absence granted pursuant to Article X, Section 3(D) (1) above, may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

- E. Family and Medical Leave
 Employees who are on a leave of absence which is Family and
 Medical Leave Act qualified may, at their discretion by
 written notice to their supervisor, decline to utilize up to
 two (2) weeks (eighty (80) hours) of paid annual leave
 (vacation) in each year of this Agreement.
- F. The Employer agrees to provide for the following rights upon return from any of the approved leaves listed in this Section:1. The employee shall have the right to be returned to

his/her position or one of like nature in the same organizational unit.

(Community Based Corrections, see Appendix P)

- 2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified in the same organizational unit.
- G. Except as otherwise provided in this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.
- Η. When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In the arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

I. Catastrophic Illness Contributions

Employees may donate accrued annual leave, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be credited to the recipient's sick leave account.

Section 4 Paid Leaves of Absence

- A. Voting Leave
 - 1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.
 - Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

B. Jury Duty

- 1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.
- 2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests. Employees should not be denied opportunity for educational leave based solely on the shift the employee works.

(Hostage Leave for Department of Corrections, see Appendix E)

ARTICLE XI MISCELLANEOUS

Section 1 Work Rules

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

Section 2 Access to Personnel Files

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee. Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee. However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

Section 3 Severe Weather/Emergency Closings

A. When the Employer closes a State facility, all employees, including probationary employees, may use earned compensatory time, vacation or leave of absence without pay as they may elect. Employees may, with the approval of their Appointing Authority, also elect to work their regularly scheduled hours even though the State facility is closed to the general public. Employees will also be permitted to make up lost time within the same work week.

When the facility is not closed, all employees, including probationary employees, who are unable to report to work may use earned compensatory time, vacation, or leave of absence without pay as they may elect.

- B. If an inclement weather situation is declared or other emergency exists, the following shall apply:
 - 1. If the employee reports within one-half (½) hour of his/her regularly scheduled reporting time, the employee will be assumed to have reported on time.
 - 2. If the employee reports after one-half (½) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half (½) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 6(A) above.

(Department of Human Services, see Appendix G; Iowa Veterans Home, see Appendix S)

Section 4 Training

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to

carry out the duties of their assigned positions or to enhance State job opportunities. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for training based solely on the shift the employee works.

Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency.

(Department of Corrections Patient Care, see Appendix T)

Section 5 Identification Cards

All employees shall receive identification cards which will be unique in appearance and for employees only. The Employer will replace at no cost all identification cards that wear out, and will replace one (1) identification card a year at no cost that is lost by the employee.

Section 6 Time Sheets

The Employer may not change an employee's time sheet arbitrarily.

Section 7 Retention of Disabled Employees

- A. It is the intent of both parties to encourage the retention of employees who may have become disabled while in State service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.
- B. The parties agree that employees who have become temporarily disabled due to a work-related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.
- C. The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

Section 8 Work Areas

The Union and the Employer shall develop and implement incentives which are non-economic in nature, to encourage employees to enter and/or remain in less desirable work areas,

subject to the approval of the Chief Operating Officer of DAS-HRE and the President of AFSCME Iowa Council 61.

Section 9 Employee Assistance Program

- A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees and their families. The Employer and the Union will encourage employees to seek professional assistance when necessary.
- B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.
- C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

Section 10 Labor/Management Meetings

The Employer and the Union agree to establish monthly Labor/Management meetings when requested by the appropriate Local/Chapter. The request to meet must be made no less than two (2) weeks in advance. The parties will agree to a date the meeting will be held. Each party may submit agenda items to the other no later than one (1) week prior to the meeting. The meeting will last no longer than two (2) hours, but may be extended by mutual agreement. Up to six (6) representatives from the Union and up to an equal number of Management will attend the meetings. The purpose of the meetings shall be to afford both Labor and Management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or Management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor/Management meetings. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this

Article, except as provided by statewide Labor/Management meetings.

B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One (1) Union representative from each Local/Chapter and up to an equal number from Management will attend the meetings in pay status. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be at the rate established by the Iowa Department of Administrative Services policy. Union members will attempt to car pool when possible.

(Motor Vehicle Enforcement and Drivers License Stations, see Appendix F; Community Based Corrections, see Appendix P; Iowa Workforce Development, see Appendix Q)

ARTICLE XII HEALTH AND SAFETY

Section 1 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 2 Building/Structures/Steam Tunnels

- A. The Employer shall provide and maintain all State owned and State employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and State agencies.
- B. Where no policy exists for handling bomb threats in State owned or leased buildings, the Employer shall develop such policies.
- C. Procedures for confined space entry and for working in steam tunnels will be developed at Statewide Labor/Management Cooperative Team meetings. Protocols for working in steam tunnels will include, but not be limited to, a "buddy system"

and the availability of protective clothing and breathing apparatus.

(Board of Regents, see Appendix J)

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and State regulations.

(Department of Transportation, see Appendix F; Board of Regents, see Appendix J; Security Unit, see Appendix L; DAS-GSE, see Appendix I; Department of Public Defense, see Appendix D)

Section 4 Uniforms

- A. Where pins are currently permitted, employees shall be allowed to wear up to two (2) Union pins on their uniforms/smocks.
- B. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms/smocks.

(Department of Natural Resources, see Appendix M; DAS-GSE, see Appendix I)

Section 5 Safety Shoes and Safety Glasses

- A. Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes beginning with the first day of employment. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.
- B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style and choice of the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or safety goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee must meet or exceed the Employer's safety standards.

(Department of Public Defense, see Appendix D; DAS-GSE, see Appendix I)

Section 6 Damage to Personal Items

- A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of three hundred dollars (\$300) per occurrence, subject to legislative approval if necessary.
- B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of three hundred dollars (\$300). Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section.

(Community Based Corrections, see Appendix P)

Section 7 Employer Owned Vehicles

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguishers. The State will endeavor in good faith to comply with Section 321.381 of the Code of Iowa.

(Community Based Corrections Personal Vehicles, see Appendix P)

Section 8 Video Display Terminals

- A. Where practical and feasible, the Employer will maintain standards for computers/word processing equipment (hereinafter referred to as VDTs).
- B. In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII of this Agreement, employees shall be entitled to a five (5) minute pause from work for every hour of intensive VDT use. Individual departments, in consultation with the VDT users, will establish the pattern of usage for the additional pauses described above. The local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the Employer may provide an alternative work assignment. Intensive VDT use is defined as: (1) use which requires continuous and sustained attention and concentration on the VDT screen, and; (2) use which occurs in

situations where this type of task cannot be organized so as to provide for natural breaks or variations.

The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.

C. The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The Employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources.

Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit of State government responsible for such purchases. These guidelines will address desirable characteristics relating to: (a) screen positioning, (b) keyboards, (c) screen and character type, and (d) accessories. The Union will be consulted in the development of these general design guidelines.

The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:

- The ability to position the VDT and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user;
- 2. The ability to provide adequate lighting for the work to be performed;
- 3. The ability to minimize glare;
- 4. The ability to minimize printer noise, and;
- 5. Chairs which may be adjusted to and which provide proper support for the user.

The Employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for VDT users.

Section 9 Education and Reporting Procedures

By July 1, 1999, the Employer will provide to the Union a written plan for delivery of health and safety information and reporting procedures for each department.

Section 10 Health and Safety Committees

In the State departments, Board of Regents institutions, and state institutions or correctional facilities where currently a health and safety committee operates, the Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative). The Union shall have the right to designate which bargaining unit employee(s) shall serve as representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term consistent with current practices. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees.

The parties agree that attempts to resolve health and safety concerns should first be made at the local level. Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 15. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI, Section 15. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/Management committee meeting. This joint report shall be shared with the department director and the President of AFSCME Iowa Council 61.

Section 11 Health and Safety Complaint Procedure

If practical, the Employer will provide safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupation Safety and Health Act (OSHA) and all other applicable federal, State, or local laws and regulations, and departmental safety rules and regulations. Nothing in this Agreement will imply the Union has assumed legal responsibility for the health and safety of employees. This Section does not affect the rights of individual employees or the Union to file complaints with IOSHA.

Section 12 Miscellaneous Appendix References

Communicable/Contagious Diseases: Department of Corrections, see Appendix E; Department of Human Services, see Appendix G; Community Based Corrections, see Appendix P; Notification of Critical Incidents: Department of Human Services, see Appendix G; Cell Phones and Vehicles: Department of Natural Resources Park Managers,

see Appendix M; Community Based Corrections, see Appendix P; Public Defense, see Appendix D; Violent Clients: Iowa Veterans Home, see Appendix S; Department of Human Services, see Appendix G; High Crime Areas: Community Based Corrections, see Appendix P

ARTICLE XIII (THIS ARTICLE RESERVED FOR FUTURE USE)

ARTICLE XIV GENERAL

Section 1 Obligation to Bargain

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the State's merit systems relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Retention of Benefits

A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the

> arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

- B. For the purpose of this Section, the term "agency" means the individual departments of State government and each of the institutions within the BOR.
- C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to PERB.

Section 3 Savings Clause

- A. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall decide between Management's and the Union's final offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.
- C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.
- D. The parties disavow the Polk County District Court's decision in the matter of AFSCME vs. State of Iowa, Docket Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992

regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2019, and terminating on June 30, 2021, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2020. In the event the parties fail to reach an agreement by January 1, 2021, mediation shall be requested. In the event the parties are still at impasse on February 1, 2021, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2021. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

APPENDIX A PAYGRADES AND CLASSIFICATION PAYGRADES AND CLASSIFICATIONS

Clerical	001
Technical	002
Blue Collar	003
Professional Fiscal & Staff	004
Security/Community Based Corrections	006
Education	010
Patient Care	011

GENERAL GOVERNMENT

Class Code	Pay <u>Grade</u>	Class Title	Bargaining <u>Unit</u>
04796	32	Account Consultant**	004
00311	26	Accountant 2**	004
00312	30	Accountant 3**	004
00309	22	Accountant/Auditor 1**	004
00305	14	Accounting Clerk 1	001
00306	17	Accounting Clerk 2	001
00307	19	Accounting Clerk 3	001
00290	17	Accounting Technician 1	002
00292	20	Accounting Technician 2	002
00294	23	Accounting Technician 3	002
02105	18	Activities Aide	002
02107	19	Activities Assistant	002
02110	25	Activities Specialist 1	011
82110	25	Activities Specialist 1	011
02111	28	Activities Specialist 2	011
82111	28	Activities Specialist 2	011
00464	30	Actuarial Assistant**	004
00465	33	Actuary**	004
00467	40	Actuary A.S.A.**	004
00708	21	Administrative Assistant 1	002
00709	24	Administrative Assistant 2	002
31513	35E	Administrative Consultant **	010
31516	47E	Administrative Consultant	
		Voc Rehab 3××	010
00790	35	Administrative Law Judge 1**	004
00791	38	Administrative Law Judge 2**	004
04540	31	Adult Services Monitor	004
31514	38E	Administrative Consultant	
		Voc Rehab 1××	010

Class	Pay	Class	Bargaining
Code	Grade	Title	Unit
			<u> </u>
03313	24	Affirmative Action Compliance	
		Officer 1	004
03314	28	Affirmative Action Compliance	
		Officer 2	004
05120	27	Agriculture Compliance Investigator	006
05134	27	Agriculture Marketing Specialist** 004	
05144	21	Agriculture Products Inspector	006
87114	21	Air Base Security Officer	006
07130	23	Airport Firefighter	006
05140	19	Apiary Inspector	006
00630	29	Appellate Defender 1**	004
00631	34	Appellate Defender 2**	004
00632	38	Appellate Defender 3**	004
04363	25	Architectural Technician 1	002
04364	27	Architectural Technician 2	002
20583	21	Arts Programmer 1**	004
20585	24	Arts Programmer 2**	004
20574	28	Arts Programmer 3**	004
04308	21	Assistant Soils Party Chief	002
04325	23	Assistant Survey Party Chief	002
14760	22	Assistant Videographer	004
00643	29	Attorney 1**	004
00644	33	Attorney 2**	004
00645	38	Attorney 3**	004
02138	26	Audiologist**	011
08365	14	Automotive Service Worker	003
07225	14	Baker	003
08510	13	Bindery Worker	003
08430	26	Boiler Inspector	006
02585	22	Braille Transcriber	002
08133	23	Bridge Inspector 1	002
08137	27	Bridge Inspector 2	002
00721	23	Budget Analyst 1**	004
00722	26	Budget Analyst 2**	004
00723	30	Budget Analyst 3**	004
14804	25	Building/Manufactured Housing Inspector	002
00817	26	Bus. Marketing Specialist-Workforce**	004
07240	13	Canteen Clerk	003
07245	15	Canteen Operator 1	003
87246	20	Canteen Operator 2	003
08040	19#	Carpenter 1	003
08041	21#	Carpenter 2	003
01037	25	Certified Vocational Instructor	002

Class Code	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
00011	12	Clerk	001
00017	14	Clerk Advanced	001
00018	18	Clerk Specialist	001
07344	26	Clinical Dietitian**	011
00656	35	Commercial Attorney**	004
04715	20	Communications Center Specialist 1	002
04717	22	Communications Center Specialist 1	002
04735	22	Communications Technician 1	002
04736	25	Communications Technician 2	002
04737	27	Communications Technician 2	002
02060	30E	Community Health Consultant	010
00640	29	Compliance Officer 1**	004
00641	32	Compliance Officer 2**	004
04320	24	Construction Technician	002
04319	19	Construction Technician Assistant	002
04321 08000	26 20	Construction Technician Senior	002 002
07220	14	Control Center Operator Cook 1	003
07220	17	Cook 2	003
87313	23	Correctional Building Services Coord.	003
85032	25	Correctional Farm Manager	003
87237	24	Correctional Food Service Coordinator	003
86406	23	Correctional Officer	006
88018	23#	Correctional Trades Leader	003
08605	17#	Cosmetologist	002
06019	24	Criminal Intelligence Analyst	004
06020	27	Criminal Intelligence Analyst Senior	004
06021	30	Criminal Intelligence Analyst Advanced	004
07015	18	Custodial Assistant	003
07010	15	Custodial Leader	003
07005	13	Custodial Worker	003
05112	22	Dairy Products Inspector	006
00748	35	Data Warehouse Analyst**	004
02220	17	Dental Assistant	002
82220	17	Dental Assistant	002
02222	25	Dental Hygienist	011
82222	25	Dental Hygienist	011
00639	38	Deputy Workers Compensation	004
04271	26	Commissioner**	004
04371 04370	26 18	Design Technician Design Technician Associate	002 002
04370	28	Design Technician Associate Design Technician Specialist	002
04372	20 27	Disaster Project Specialist 1	002
04010	30	Disaster Project Specialist 2	004
0401/	50	Disaster froject specialist 2	FUU

Class Code	Pay <u>Grade</u>	Class <u>Title</u>		Bargaining <u>Unit</u>
02425 08390 08205	25 27 16	Disease Prevention Specialist District Mechanic Driver		006 003 003
06298 06299	17 20	Driver's License Clerk Driver's License Clerk Senior		001 001
06300 06302	23 26	Driver's License Examiner		006 002
03251	20	Driver's License Hearing Officer Drug Abuse Counselor 1		002
83251	20	Drug Abuse Counselor 1		002
03252 83252	23 23	Drug Abuse Counselor 2 Drug Abuse Counselor 2		002 002
01005	18	Education Aide	0.1.0	002
01071 01013	32E 25E	Education Program Consultant Educator**	010	010
01015	26E	Educator**		010
01015 08328	27E 29	Educator** Electrical Inspector		010 006
08028	28	Electrical Maintenance Specialist		003
08326 88326	25# 25#	Electrician Electrician		003 003
04742	28	Electronic Engineer Technician		002
84742 08672	28 21	Electronic Engineer Technician Electronics Technician		002 003
88672	21	Electronics Technician		003
00675 00888	26 25	Elevator/Amusement Ride Inspector Employer Liability Specialist**		006 004
08004	25	Energy Management Technician		002
14756 04380	24 21	Engineer 2 Engineering Office Assistant 1		002 002
04381	24	Engineering Office Assistant 1		002
04385 04323	27 29	Engineering Operations Technician Engineering Technician Senior		004 002
04323	20	Equipment Operator		003
08113	22	Equipment Operator Senior		003 002
06015 00710	23 29	Evidence Technician Executive Officer 1**		002
80710	29	Executive Officer 1**		004
00711 80711	32 32	Executive Officer 2** Executive Officer 2**		004 004
00712	35	Executive Officer 3**		004
00713 00714	38 41	Executive Officer 4** Executive Officer 5**		004 004
08012	22	Facilities Maintenance Coordinator		003
85015	20	Farm Leader		003

Class Code	Pay Grade	Class <u>Title</u>	Bargaining <u>Unit</u>
00327	26	Field Auditor**	004
06030	22	Fingerprint Technician	002
14808	31	Fire Service Coordinator	004
14806	21	Fire Service Technician Assistant	003
07200	13	Food Service Worker	003
02203	20	Forensic Autopsy Technician	002
02202	17	Forensic Morgue Attendant	002
08039	16#	Furniture Upholsterer	003
15052	23	Gaming Representative 1	004
15053	27	Gaming Representative 2	004
08115	26	Garage Operations Assistant	003
04401	19	Geological Technician	002
08518	22	Graphic Artist	002
04524	33	Health Facilities Officer 1**	004
04538	31	Health Facilities Surveyor	004
02230	29	Health Professions Investigator	004
08230	18#	1 1 1	003
08121	20	Highway Technician Associate	003
08122	22	Highway Technician	003
08123	24	Highway Technician Senior	003
01337	28	Historical Program Specialist**	004
08330	25#	HVAC Coordinator	003
08323	23#	HVAC Technician	003
88323	23#	HVAC Technician	003
08646	24	ICN Audio-Video Technician	002
04792	33	ICN Business Develop Manager**	004
00750	21	Information Specialist 1	004
00751	25	Information Specialist 2	004
00754	30	Information Specialist 3**	004
00160	45 (-9)	Information Technology Enterprise	0.0.4
00110	2.2	Expert**	004
00118	23 26	Information Technology Specialist 1	004
00119 00120	2 b 2 9	Information Technology Specialist 2	004 004
00120	32	Information Technology Specialist 3	004
00121	32 35	Information Technology Specialist 4 Information Technology Specialist 5	004
00122	14	Information Technology Support Worker 1	
00114	17	Information Technology Support Worker 1 Information Technology Support Worker 2	001
00113	19	Information Technology Support Worker 3	001
00110	21	Information Technology Support Worker 4	
07215	13	Ingredient Room Worker 1	003
07213	15	Ingredient Room Worker 2	003
87113	21	Installation Security Officer	006
00452	26	Insurance Claims Investigator	004
00402	20	insurance craims investigator	

Class Code	Pay Grade	Class Title	Bargaining <u>Unit</u>
00444	27	Insurance Company Examiner**	004
00445	30	Insurance Company Examiner Senior**	004
00447	33	Insurance Company Examiner Specialist**	004
00448	35	Insurance Company Examiner Specialist2*	
00454	30	Insurance Complaint Analyst**	004
00455	30	Insurance Policy Analyst**	004
00453	28	Insurance Program Specialist	004
00335	29	Internal Auditor**	004
00695	23	Investigator 1	004
00696	26	Investigator 2	004
80696	26	Investigator 2	004
00697	28	Investigator 3	004
80697	28	Investigator 3	004
00881	23	Job Insurance Quality Auditor 1**	004
00882	26	Job Insurance Quality Auditor 2**	004
20639	30	Justice Systems Analyst**	004
00905	27	Key Account Executive**	004
00870	22	Labor Market Research Economist 1**	004
00871	26	Labor Market Research Economist 2**	004
00872	28	Labor Market Research Economist 3**	004
05166	16	Laboratory Assistant 2	002
07305	15	Laundry Worker 1	003
07306	16	Laundry Worker 2	003
00638	17	Law Clerk	002
06069	32E	Law Enforcement Academy Training	
		Coordinator	010
06068	30E	Law Enforcement Instructor	010
06077	33E	Legal Instructor	010
01315	25E	Librarian 1××	010
01316	27E	Librarian 2**	010
01310	17	Library Associate	002
01319	29E	Library Consultant * *	010
01313	22	Library Resources Technician	004
02002	26	Licensed Practical Nurse	002
82002	26	Licensed Practical Nurse	002
15051	20	Licensing Assistant	001
05117	21	Livestock Inspector	006
08635	20#	Locksmith	003
02600	26	Long Term Care Ombudsman	004
00925	32	Lottery Communications Coordinator**	004
00915	24	Lottery District Sales Representative**	004
08305	24#	Machinist	003
00260	13	Mail Clerk 1	003
00261	15	Mail Clerk 2	003

Class Code	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
30451	26	Maintenance Engineer	003
08010	19	Maintenance Leader	003
08016	19#	Maintenance Repairer	003
08005	14	Maintenance Worker 1	003
08006	16	Maintenance Worker 2	003
00733	22	Management Analyst 1**	004
00734	26	Management Analyst 2**	004
00736	30	Management Analyst 3**	004
00737	33	Management Analyst 4**	004
08042	19#	Mason	003
14716	24	Master Control Operations Technician	002
14717	27	Master Control Operations Technician	
		Senior	002
04343	24	Materials Fabrication Inspector 1	002
04344	26	Materials Fabrication Inspector 2	002
04342	22	Materials Technician 3	002
04345	26	Materials Technician 4	002
04353	28	Materials Technician 5 × ×	002
05126	21	Meat Inspector	006
08375	22#	Mechanic	003
08370	19#	Mechanic Helper	003
02205	19	Medical Laboratory Technician	002
00699	29	Medicolegal Death Investigator	004
05104	29	Metrologist	002
86340	27	Motor Vehicle Investigator	006
86360	25	Motor Vehicle Officer	006
86361	27	Motor Vehicle Sergeant	006
01338	16	Museum Assistant	002
01333	18	Museum Guide	002
01330	25	Museum Technician	002
05301	20	Natural Resources Technician 1	002
05331	23	Natural Resources Technician 2	002
02021	31	Nurse Clinician	011
02027	36	Nurse Practitioner	011
02026	32	Nurse Specialist	011
05005	15	Nursery Worker 1	003
05006	19	Nursery Worker 2	003
02045	32	Nursing Standards Representative**	004
02000	20	Nursing Unit Coordinator	001
82000	20	Nursing Unit Coordinator	001
02118	28	Occupational Therapist 1**	011
02117	20	Occupational Therapy Assistant	002
14749	22	Operations Assistant	004

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Class <u>Code</u>	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
08043	19#	Painter 1	003
08044	21#	Painter 2	003
15004	23	Paralegal	002
05335	26	Park Manager	002
08140	18	Parts Worker	003
05145	27	Pesticide Investigator	006
02226	35	Pharmacist**	011
02225	16	Pharmacy Assistant	002
02228	37	Pharmacy Consultant**	004
02227	19	Pharmacy Technician	002
08516	22	Photographer	002
02130	32	Physical Therapist 1**	011
02131	34	Physical Therapist 2**	011
02125	18	Physical Therapy Aide	002
02550	36	Physician Assistant	011
04005	15	Planning Aide 1	002
04006	18	Planning Aide 2	002
04007	21	Planning Aide 3	002
08045	19#	Plumber 1	003
08046	21#	Plumber 2	003
86400	30	Polygraph Examiner	006
08410	16#	Power Plant Engineer 1	003
08415	18#	Power Plant Engineer 2	003
08416	21#	Power Plant Engineer 3	003
88416	21#	Power Plant Engineer 3	003
08420	23#	Power Plant Engineer 4	003
88420	23#	Power Plant Engineer 4	003
14723	27	Producer/Director**	004
14731	24	Production Assistant	004
14720	24	Production Technician	002
14721	27	Production Technician Senior	002
04020	23	Program Planner 1**	004
04022	26	Program Planner 2**	004
04023	29	Program Planner 3**	004
00367	22	Property Appraiser 1**	004
00368	26	Property Appraiser 2**	004
00369	30	Property Appraiser 3**	004
00370	34	Property Appraiser 4**	004
03220	23	Psychiatric Security Specialist	002
03245	28	Psychologist 1**	011
83245	28	Psychologist 1**	011
03246	30	Psychologist 2**	011
83246	30	Psychologist 2**	011

Class Code	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
03248	32	Psychologist 3**	011
83248	32	Psychologist 3**	011
03242	23	Psychology Assistant	011
00633	29	Public Defender 1**	004
00634	34	Public Defender 2**	004
00635	38	Public Defender 3**	004
00629	29	Public Defender Fellow**	004
02430	27	Public Health Dental Hygienist**	011
14737	26	Public Information Assistant	004
00210	22	Purchasing Agent 1**	004
00211	26	Purchasing Agent 2**	004
00212	29	Purchasing Agent 3**	004
00205	18	Purchasing Assistant	002
02209	20	Radiological Technologist 1	002
02211	21	Radiological Technologist 1	002
00006	14	Receptionist	001
05200	10	Recreational Aide	003
00895	22	Refugee Specialist 1	002
00896	24	Refugee Specialist 2	002
02020	30	Registered Nurse	011
82020	30	Registered Nurse	011
02566	18	Rehabilitation Assistant	002
37501	32E	Rehabilitation Consultant**	010
36301	32E	Rehabilitation Referral Specialist**	010
41006	30E	Rehabilitation Technology Specialist**	010
08530	20	Reproduction Equipment Leader	003
08525	15	Reproduction Equipment Operator 1	003
08526	18	Reproduction Equipment Operator 2	003
03200	10	Resident Aide	002
03202	22	Resident Treatment Technician	002
03201	19	Resident Treatment Worker	002
31305	33	Resource Manager**	004
02200	23	Respiratory Therapy Technician	002
00846	24 (-2)	Retirement Benefits Officer	002
00847	27	Retirement Benefits Officer Senior	002
00845	20 (-3)	Retirement Benefits Technician	002
00849	24	Retirement Compliance Officer	002
00848	27	Retirement Compliance Officer Senior	002
00841	27	Retirement Investment Officer 1**	004
00842	31	Retirement Investment Officer 2**	004
00843	35	Retirement Investment Officer 3**	004
00844	39	Retirement Investment Officer 4**	004
00840	23	Retirement Investment Technician	004

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Class <u>Code</u>	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
00354	20	Revenue Agent 1	002
00355	23	Revenue Agent 2	002
00356	27	Revenue Agent 3	002
00343	27	Revenue Auditor 2**	004
00344	29	Revenue Auditor 3**	004
00350	21	Revenue Examiner 1**	004
00351	25	Revenue Examiner 2**	004
00357	27	Revenue Examiner 3**	004
04110	23	Right of Way Agent 1	004
04111	27	Right of Way Agent 2	004
04112	29	Right of Way Agent 3	004
04113	30	Right of Way Agent 4**	004
04107	21	Right of Way Aide 3	002
04108	24	Right of Way Aide 4	002
00676	30	Safety Inspection Coordinator**	006
00761	26	Safety Officer**	004
80761	26	Safety Officer**	004
00666	26	Safety/Health Consultant	004
00025	17	Secretary 1	001
00026	20	Secretary 2	001
15002	22	Secretary 3	001
07110	15	Security Guard 1	006
07111	17	Security Guard 2	006
07113	20	Security Guard 3	006
86409	25	Senior Correctional Officer	006
86467	26	Senior State Industries Technician	006
41151	28E	Senior Services Specialist Blind 1	010
41192	29E	Senior Services Specialist Blind 2	010
00531	33	Senior Utility Analyst**	004
07320	14	Sewing Room Attendant 1	003
07321	16	Sewing Room Attendant 2	003
08346	16	Sign Fabricator 1	003
08347	19	Sign Fabricator 2	003
03010	19	Social Work Associate	002
23013	25	Social Worker 2	011
23016	27	Social Worker 3	011
05465	16	Soil Conservation Technician 1	002
05466	18	Soil Conservation Technician 2	002
05467	21	Soil Conservation Technician 3	002
04310	24	Soils Party Chief	002
80690	29	Special Investigator	004
02135	27	Speech/Language Pathologist 1**	011
02136	29	Speech/Language Pathologist 2**	011

86469 28 State Industries Production Coordinator 006 06460 23 State Industries Sales Representative 002 86465 25 State Industries Technician 006 00741 17 Statistical Research Analyst 1** 004 00743 22 Statistical Research Analyst 2** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80236 16 Storekeeper 3 003 80237 19 Storekeeper 3 003 80237 19 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 14759 30 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41020 26E Survey Party Chief 004 41050 <td< th=""></td<>
06460 23 State Industries Sales Representative 002 86465 25 State Industries Technician 006 00741 17 Statistical Assistant 002 00743 22 Statistical Research Analyst 1** 004 00744 25 Statistical Research Analyst 2** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14757 27 Studio Engineer Senior 002 14757 27 Studio Engineer Senior 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 011 00600 34 Tax Attorney 004 00833 29 Taxpayer Service Specialist 004 00133
86465 25 State Industries Technician 006 00741 17 Statistical Assistant 002 00743 22 Statistical Research Analyst 1** 004 00744 25 Statistical Research Analyst 2** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 00237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Senior 002 14757 27 Studio Engineer Senior 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00832 29 Taxpayer Service Specialist for the Blind 2 010 00600 34
00741 17 Statistical Assistant 002 00743 22 Statistical Research Analyst 1** 004 00744 25 Statistical Research Analyst 2** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80236 16 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00133 21 Technical Service Specialist 004 00134 24
00743 22 Statistical Research Analyst 1** 004 00744 25 Statistical Research Analyst 2** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80236 16 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 041120 26E Services Specialist for the Blind 2 010 00883 29 Tax Performance System Analyst** 004 00133 21 Technical Service Specialist 004 00133 21 Technical Service Specialist 002 00134
00744 25 Statistical Research Analyst 3** 004 00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80236 16 Storekeeper 2 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14757 27 Studio Engineer Senior 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00833 29 Tax Performance System Analyst** 004 00133 21 Technical Service Specialist 004 00133 21 Technical Service Specialist 002 00134 24 Technical Tax Specialist 1** 004 00360 29 Technical Tax Specialist 2** 004 00361 32<
00746 29 Statistical Research Analyst 3** 004 00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00833 29 Tax Performance System Analyst** 004 00375 29 Taxpayer Service Specialist 002 00133 21 Technical Service Specialist 1** 004 00134 24 Technical Tax Specialist 1** 004 00360 29 Technical
00235 13 Storekeeper 1 003 00236 16 Storekeeper 2 003 80236 16 Storekeeper 3 003 80237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 41757 27 Studio Engineer Senior 002 41050 22E Services Specialist for the Blind 1 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00375 29 Taxpayer Service Specialist 004 00133 21 Technical Service Specialist 002 00134 24 Technical Tax Specialist 002 00134 24 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 3** 004 00362 34 Technical Tax Specialis
00236 16 Storekeeper 2 003 80236 16 Storekeeper 2 003 00237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00133 21 Technical Service Specialist 002 00134 24 Technical Service Specialist 002 00134 24 Technical Service Specialist 1** 004 00360 29 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 2** 004 00130 35
80236 16 Storekeeper 2 003 00237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00375 29 Taxpayer Service Specialist 004 00133 21 Technical Service Specialist 002 00134 24 Technical Service Specialist Senior 002 00360 29 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 2** 004 00130 35 Technology Account Manager** 004 04793 30 Telecommunications Marketing Analyst** 004 04794
00237 19 Storekeeper 3 003 80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00833 29 Tax Performance System Analyst** 004 00375 29 Taxpayer Service Specialist 002 00133 21 Technical Service Specialist 002 00134 24 Technical Tax Specialist 1** 004 00360 29 Technical Tax Specialist 2** 004 00361 32 Technical Tax Specialist 3** 004 00130 35 Technology Account Manager** 004 04794
80237 19 Storekeeper 3 003 14754 24 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00375 29 Taxpayer Service Specialist 004 00133 21 Technical Service Specialist 002 00134 24 Technical Service Specialist 1** 004 00360 29 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 2** 004 00362 34 Technical Tax Specialist 3** 004 04793 30 Telecommunications Marketing Analyst** 004
14754 24 Studio Engineer 002 14759 30 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00137 29 Taxpayer Service Specialist 002 00133 21 Technical Service Specialist 002 00360 29 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 2** 004 00362 34 Technical Tax Specialist 3** 004 00130 35 Technology Account Manager** 004 04794 32 Telecommunications Marketing Analyst* 004 04795 18 Telecommunications Operator 001 04780 32(-6) Telecommunications Specialist Senior** 004<
14759 30 Studio Engineer Advanced 002 14757 27 Studio Engineer Senior 002 04326 26 Survey Party Chief 002 41050 22E Services Specialist for the Blind 1 010 41120 26E Services Specialist for the Blind 2 010 00600 34 Tax Attorney 004 00883 29 Tax Performance System Analyst** 004 00133 21 Technical Service Specialist 002 00134 24 Technical Service Specialist Senior 002 00360 29 Technical Tax Specialist 1** 004 00361 32 Technical Tax Specialist 2** 004 00362 34 Technical Tax Specialist 3** 004 04793 30 Telecommunications Marketing Analyst* 004 04794 32 Telecommunications Operator 001 04799 35 Telecommunications Sales Engineer** 004 04780 32(-6) Telecommunications Specialist Senior** 004 04781 34(-6) Telecommunicatio
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Enterprise Expert** 004
00035 12 Telephone Operator 001
07340 17 Therapeutic Technician 002
01363 14 Tourism Guide 003
00684 32 Track Inspector 006
08015 15# Trades Helper 003
00763 27(-5)E Training Specialist 1 010
80763 27(-5)E Training Specialist 1 010
00768 30E Training Specialist 2** 010

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Class <u>Code</u>	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
14751	24	Transmitter Engineer	002
14752	27	Transmitter Engineer Senior	002
14753	30	Transmitter Engineer Advanced	002
08210	18#	Transport Driver	003
00685	22	Treasury Investment Officer 1**	004
00686	26	Treasury Investment Officer 2**	004
00012	13	Typist	001
00013	15	Typist Advanced	001
00556	28	Utilities Regulation Inspector	002
00528	25	Utility Analyst 1**	004
00529	29	Utility Analyst 2**	004
00010	10	Utility Office Worker	001
00532	36	Utility Specialist**	004
14710	27E	Utilization Specialist**	010
08215	17	Vehicle Dispatcher	003
00855	23	Veterans Benefits Specialist	002
01035	23	Vocational Instructor	002
00252	16#	Warehouse Operations Worker	003
00482	24	Warehouse/Grain Dealer Examiner	006
08405	17#	Water & Disposal Plant Operator 1	003
08406	20#	Water & Disposal Plant Operator 2	003
05101	20	Weights & Measures Inspector	006
08310	22#	Welder	003
00060	15	Word Processor 1	001
00061	16	Word Processor 2	001
00063	19	Word Processor 3	001
00807	24	Workforce Advisor	002
00806	18	Workforce Associate	002
00809	30	Workforce Program Coordinator**	004
03047	21	Youth Services Technician	002
03040	19	Youth Services Worker	002

[#] Indicates classes that will receive an advanced appointment rate of 13.5%.

^{**} Indicates classes that receive hour for hour overtime. Classes not designated for hour for hour overtime receive premium overtime.

REGENTS

Class	Pay	Class	Bargaining
Code	Grade		Unit
<u> </u>	<u>oraac</u>	11010	0111 C
1081	509	Account Clerk	500
1091	513	Account Specialist	500
7611	204	Animal Caretaker I	200
7612	207	Animal Caretaker II	200
5761	210	Arborist	200
8101	413	Architectural Assistant	400
5141	210	Area Mechanic***	200
5911	208	Athletic Facilities Attendant	200
4051	409	Audio Specialist	400
4081	409	Audiovisual Specialist	400
5051	210	Automotive Mechanic	200
5052	213	Auto, Truck & Transit Technician	200
7051	204	Baker I	200
7052	206	Baker II	200
7331	203	Bindery Operator I	200
7332	205	Bindery Operator II	200
7333	208	Bindery Operator III	200
3403	413	Biomedical Equipment Technician	400
3404	415	Biomedical Equipment Technician Senior	400
3448	403	Broadcast Master Control Operator	400
3441	409	B. Tlvsn Radio Technician I	400
3442	413	B. Tlvsn. – Radio Technician II**	400
3443	415	B. Tlvsn. – Audio Technician III***	400
5611	205	Building Services Coordinator	200
7985	208	Bus Driver	200
5062	211	Cabinetmaker***	200
5061	209	Carpenter***	200
1201	504	Cashier I	500
1202	508	Cashier II	500
7201	406	Central Service Technician I	400
7202	408	Central Service Technician II	400
5531	213	Chilled Water Systems Technician	200
1051	503	Clerk I	500
1052	505	Clerk II	500
1053	508	Clerk III	500
1055	511	Clerk IV	500
1061	503	Clerk Typist I	500
1062	505	Clerk Typist II	500
1063	508	Clerk Typist III	500
3291	405	Clinical Technician I	400
3292	407	Clinical Technician II	400
3293	409	Clinical Technician III	400

Class	Pay	Class	Bargaining
<u>Code</u>	<u>Grade</u>	<u>Title</u>	<u>Unit</u>
3405	412	Communications Technician I	400
3406	415	Communications Technician II	400
7541		Community Outreach Specialist	300
1880		Cmptg Information Systems Technician I	400
1881	415	Cmptg Information Systems Technician II	
7061	204	Cook I	200
7062	207	Cook II	200
7641	405	Cosmetologist	400
7951	407	Costume Tailor	400
5701	203	Custodian I	200
5702	205	Custodian II	200
1821	504	Data Entry Operator I	500
1822	507	Data Entry Operator II	500
1831	504	Data Technician I	500
1832		Data Technician II	500
1833	510	Data Technician III	500
3051	405	Dental Assistant I	400
3052	408	Dental Assistant II	400
3031	405	Dental Inst. Management Technician	400
3141	405	Dental Technician I	400
3142	408	Dental Technician II	400
1410	508	Dietetic Clerk	500
7425	209	Digital Press Operator	200
1211	505	Dispatching Clerk	500
7301	206	Document Center Operator I	200
7311	208	Document Center Operator II	200
3501	409	Drafter	400
1301	505	Editorial Assistant I	500
1302	508	Editorial Assistant II	500
5071	210	Electrician I***	200
5070	212	Electrician II***	200
5072	214	Electrician III***	200
5073	213	Electrician, High Voltage***	200
3271	408	Electron Microscope Technician I	400
3272	411	Electron Microscope Technician II	400
7391	409	Electronic Pre-Press Specialist	400
3302	410	END Technician I	400
3303	412	END Technician II	400
3304	415	END Technician III	400
3401	412	Electronics Technician I	400
3402	415	Electronics Technician II	400
8221	409	E. Communication Center Dispatcher	400
6301	212	Engineering R&D Machinist**	200
6311	215	Engineering R&D Machinist Senior***	200

Class	Pay	Class	Bargaining
<u>Code</u>	Grade	<u>Title</u>	<u>Unit</u>
6321	212	Engineering R&D Welder***	200
3541	413	Engineering Technician I	400
3542	415	Engineering Technician II	400
5090	210	Environmental Systems Mechanic I**	200
		-	
5091	212	Environmental Systems Mechanic II**	200
5093	213	Environmental Systems Mechanic III**	200
5101	208	Equipment Operator***	200
7213	408	Esthetician	400
8351	505	Extension Program Assistant I	500
8352	506	Extension Program Assistant II	500
8353	507	Extension Program Assistant III	500
3326	411	Extracorporeal Technician-Heart/Lung	400
3321	411	Extracorporeal Technician-Kidney	400
7961	509	Facilities Coordinator	500
5301	204	Facilities Mechanic I	200
5302	207	Facilities Mechanic II	200
5311	210	Facilities Mechanic III***	200
5861	211	Farm Equipment Mechanic	200
5901	206	Farm Equipment Operator I	200
5902	208	Farm Equipment Operator II	200
5903	210	Farm Equipment Operator III	200
3801	407	Field Laboratory Technician I	400
3802	408	Field Laboratory Technician II	400
3803	411	Field Laboratory Technician III	400
7731	209		200
7214		Fire Safety Inspector	
	410	Flight Paramedic	400
7076	204	Food Service Coordinator I	200
7074	206	Food Service Coordinator II	200
7072	203	Food Worker I	200
7073	205	Food Worker II	200
3991	413	Glassblower	400
5621	208	Golf Course Maintenance Worker	200
4111	410	Graphics Specialist I	400
5791	410	Greenhouse Caretaker	400
5731	206	Groundskeeper I	200
5732	208	Groundskeeper II	200
1311	508	Health Information Technician I	500
1321	510	Health Information Technician II	500
1331	512	Health Information Technician III	500
3411	405	Health Physics Technician I	400
3412	410	Health Physics Technician II	400
3413	415	Health Physics Technician III	400
3331	408	Health Technician	400
3408	400	Hemodialysis Technician	400
2400	403	Hemografysts reculificials	400

Class	Pay	Class	Bargaining
<u>Code</u>	<u>Grade</u>	<u>Title</u>	<u>Unit</u>
3261	405	Histology Technician I	400
3262	409	Histology Technician II	400
8222	410	Hospital Communication Specialist	400
7581	307	Hospital Security Officer	300
7661	405	Houseparent I	400
7662	409	Houseparent II	400
4021	408	Instructional Support Technician	400
4011	412	Instructional Systems Specialist	400
4071	409	Instructional Systems Technician	400
5291	210	Insulator***	200
7081	203	Kitchen Helper I	200
7082	205	Kitchen Helper II	200
3151	403	Laboratory Assistant I	400
3152	405	Laboratory Assistant II	400
3701	405	Laboratory Mechanical Technician I	400
3702	409	Laboratory Mechanical Technician II	400
3711	410	Laboratory Mechanical Technologist	400
3251	406	Laboratory Technician I	400
3252	408	Laboratory Technician II	400
3253	410	Laboratory Technician III	400
5721	203	Laborer	200
8052	204	Laundry Equipment Operator	200
8051	203	Laundry Production Worker	200
1501	505	Library Assistant I	500
1502	508	Library Assistant II	500
1503	510	Library Assistant III	500
1505	512	Library Assistant IV	500
7211	408	Licensed Practical Nurse	400
5111	210	Locksmith***	200
7971	507	Mail Center Coordinator	500
1231	506	Mail Clerk	500
7681	205	Mail Distributor	200
5131	209	Mason***	200
7091	207	Meat Cutter	200
5321	204	Mechanic Assistant	200
7911	406	Medical Assistant I	400
7912	408	Medical Assistant II	400
7711	208	Milker	200
3601	409	Mtn. Media Production Specialist I	400
3602	412	Mtn. Media Production Specialist II	400
7981	204	Motor Vehicle Operator I	200
7982	206	Motor Vehicle Operator II	200
7221	404	Nursing Assistant	400
1241	505	Nursing Unit Clerk	500

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Class	Pay	Class	Bargaining
<u>Code</u>	<u>Grade</u>	<u>Title</u>	<u>Unit</u>
7261	409	Occupational Therapy Assistant	400
7381	209	Offset Platemaker	200
5151	209	Painter***	200
7742	407	Paraeducator	400
7212	409	Paramedic	400
7830	505	Parking and Transport Attendant	500
7840	507	Parking & Transport Dispatcher I	500
7841	509	Parking & Transport Dispatcher II	500
7810	307	Parking & Transport Field Service	
		Officer I	300
7811	309	Parking & Transport Field Service	
		Officer II	300
5850	205	Parking Facilities Mechanic	200
5851	206	Parking Maintenance Worker I	200
5852	208	Parking Maintenance Worker II	200
1401	509	Patient Account Representative	500
8231	403	Patient Escort	400
8241	208	Patient Transport Driver	200
5241	209	Pest Control Operator	200
3361	408	Pharmacy Technician Trainee	400
3362	409	Pharmacy Technician Certified	400
3351	404	Phlebotomy Technician I	400
3352	406	Phlebotomy Technician II	400
4201	407	Photo Specialist I	400
4202	410	Photo Specialist II	400
4211	403	Photo Technician I	400
4212	404	Photo Technician II	400
4213	406	Photo Technician III	400
7251	409	Physical Therapy Assistant	400
5161	211	Pipefitter***	200
8121	306	Plant Safety Patrol Officer	300
8131	308	Plant Safety Sergeant	300
5331	210	Plumber***	200
7512	314	Police Officer I	300
7513	315	Police Officer II	300
7514	316	Police Officer III	300
7521	317	Police Sergeant	300
5431	211	Power Plant-Assistant Chief	
		Operator***	200
5421	210	Power Plant-Boiler Operator**	200
5501	208	Power Plant-Fr/Utility Worker***	200
5411	208	Power Plant-Utility Worker***	200

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Class Code	Pay <u>Grade</u>	Class <u>Title</u>	Bargaining <u>Unit</u>
7420	206	Press Operator I	200
7421	207	Press Operator II	200
7422	209	Press Operator III	200
7271	404	Psychiatric Nursing Assistant I	400
7272	407	Psychiatric Nursing Assistant II	400
7591	309	Public Safety Dispatcher I	300
7592	311	Public Safety Dispatcher II	300
7503	308	Public Safety Security Officer	300
3281	409	Radiographer I	400
3282	410	Radiographer II	400
1261	510	Record Analyst I	500
1262	512	Record Analyst II	500
7241	403	Rehabilitation Therapy Aide	400
7210	415	Registered Nurse	400
4501	413	Research Technician	400
4511	415	Research Technician Senior	400
4910	410	Respiratory Therapy Technician	400
5181	209	Roofer	200
7741	405	School Assistant	400
1071	505	Secretary I	500
1072	508	Secretary II	500
1073	511	Secretary III	500
1075	512	Secretary IV	500
7501	306	Security Guard	300
3811	406	Seed Analyst I	400
3812	408	Seed Analyst II	400
3813	412	Seed Analyst III	400
7751	403	Sewing Machine Operator I	400
7752	405	Sewing Machine Operator II	400
7753	407	Sewing Machine Operator III	400
7921	405	Sewing Machine Operator, Hospital	400
5191	210	Sheet Metal Mechanic I***	200
5192	212	Sheet Metal Mechanic II***	200
5351	213	Steamfitter***	200
7761	204	Storekeeper I	200
7762	206	Storekeeper II	200
7763	208	Storekeeper III	200
7281	206	Supply Chain Technician I	200
7282	208	Supply Chain Technician II	200
7231	408	Surgical Technologist	400
5092	412	Systems Control Technician	400
7771	504	Telecommunications Operator	500
5751	208	Tree Trimmer	200

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Class Code	Pay Grade	Class Title	Bargaining Unit
<u> </u>			<u> </u>
5211	208	Upholsterer	200
5461	411	Utility E&I Technician I**	400
5462	413	Utility E&I Technician II**	400
5463	415	Utility E&I Technician III**	400
5464	209	Utility Plant Maint. Mechanic I***	200
5465	212	Utility Plant Maint. Mechanic II****	200
5466	214	Utility Plant Maint. Mechanic. III****	200
5471	209	Utility Plant Material Handling	
		Operator***	200
5470	213	Utility Plant Remote Facility	
		Operator****	200
5467	209	Utility Plant Operator I***	200
5468	211	Utility Plant Operator II***	200
5469	213	Utility Plant Operator III***	200
4444	410	Utilization Management Technician	400
8281	206	Vending Machine Supplier	200
1601	505	Veterinary Teaching Hospital	
		Assistant I	500
1602	508	Veterinary Teaching Hospital	
		Assistant II	500
7601	410	Veterinary Technician	400
5511	212	Water Plant Operator	200
5521	209	Water Systems Operator	200

For Regents classifications marked with asterisk(s), starting pay will be four and $\frac{1}{2}$ percent (4.5%) above the minimum pay for each asterisk.

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**Start on Step 3

***Start on Step 4

***Start on Step 5

****Start on Step 6
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University of Northern Iowa - The following Apprentices/Trainee Classifications need to be amended into the appropriate bargaining unit and the paygrades need to be negotiated:

Carpenter Trainee Environmental Systems Mechanic 1 Trainee Plumber Trainee

If any other Apprentices/Trainee Classifications exist we need to identify where those classifications exist and amended those classifications into the appropriate bargaining unit.

COMMUNITY BASED CORRECTIONS

Class Code	Pay Grade	Class Title	Bargaining <u>Unit</u>
60105 60110 60505 60100 60335 60407 60425	16 18 24 13 26 29 25	Account Clerk 1* Account Clerk 2* Building Maintenance Coordinator* Clerk Typist* Community Program Monitor Community Treatment Coordinator Community Work Crew Leader*	006 006 006 006 006 006
60205	23	Computer Programmer*	006
60510	14	Cook*	006
60804	22	Data Processing Coordinator*	006
60210	29	Data Processing Programmer Analyst*	006
60200	19	Data Processing Technician*	006
60420	18	Education Aide*	006
60415	25	Education Instructor*	006
60515	20	Food Service Coordinator*	006
60520	23	Food Service Leader*	006
60410	26	Job Developer	006
60500	20	Maintenance Technician*	006
60412	27	Offender Employment Specialist	006
60413	30	Offender Workforce Development	
		Specialist	006
60310	25	Parole/Probation Officer 1*	006
80310	25	Parole/Probation Officer 1*	006
60315	27	Parole/Probation Officer 2*	006
80315	27	Parole/Probation Officer 2*	006
60320	30	Parole/Probation Officer 3*	006
80320	30	Parole/Probation Officer 3*	006
60350	30	Polygrapher	006
60305	20	Pretrial Interviewer*	006
60940	30	Psychologist	006
60400	23	Residential Officer*	006
60125	20 26	Secretary*	006
60330		Substance Abuse Liaison	006
60300	24	Volunteer Services Coordinator*	006

^{*}Indicates classes covered by the premium overtime provisions. For classes not indicated by an asterisk, see Appendix S. As mutually agreed upon, other classes may receive premium overtime.

The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

APPENDIX B HEALTH BENEFITS REVIEW COMMITTEE

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of seven (7) Union representatives appointed by the President of AFSCME Iowa Council 61, and seven (7) employees representing the Employer appointed by the Chief Operating Officer of DAS-HRE in consultation with the State Court Administrator. The Employer's representatives shall elect one (1) co-chair and the Union's representatives shall elect one (1) co-chair.

The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and communication), employee education and cost containment.

The committee shall meet once every six (6) months during the term of the Agreement to discuss agenda items defined by the co-chairs in advance of the committee meeting. Each committee meeting shall last no longer than two (2) hours. Union representatives participating in the meetings shall be in pay status for travel time and the time spent in such meetings. Attendance at such meetings shall not make an employee eligible for overtime pay if attendance occurs on the employee's day off, or starts before or extends beyond the employee's scheduled work day. Participants shall be reimbursed for mileage and meal expenses by AFSCME Iowa Council 61.

APPENDIX C AIRPORT FIREFIGHTERS

1. Overtime Compensation
Notwithstanding the provisions of Article VIII, Section 2,
employees in the job classification Airport Firefighter shall
receive overtime for those hours they work in excess of their
regularly scheduled work shift.

- 2. Sick Leave Computation and Accrual Airport Firefighters shall continue to accrue sick leave using the current conversion factor.
- 3. Annual Leave Computation Accrual Airport Firefighters shall continue to accrue leave using their current conversion factor.
- 4. Holiday Computation and Accrual

 For employees in the job classification Airport Firefighter,
 the hours for holidays shall be computed using the current
 conversion factor and the total shall be pro rata with the
 employee receiving one twenty-sixth (1/26) of the yearly
 entitlement per pay period. The hours shall be credited to the
 employee's accrued vacation account and shall be taken in
 accordance with the procedures set forth in Article IX,
 Section 11, Vacations.
- 5. Pursuant to Article IX, Section 11(B)1, Airport Firefighters will be granted leave equal to one (1) scheduled shift.

APPENDIX D DEPARTMENT OF PUBLIC DEFENSE

1. The Employer agrees to provide reimbursement of up to one hundred dollars (\$100.00) for cold weather protective clothing. Employees in the following job classifications are eligible for cold weather protective clothing:

Electricians

HVAC Technicians HVAC Coordinators

Power Plant Engineers

Locksmiths Plumbers

Maintenance Repairers Mechanics

Heavy Equipment Operators Equipment Operators

Employees shall be eligible for this reimbursement every two (2) years.

The cold weather gear eligible for this reimbursement includes:

- Winter head gear/face masks
- Winter outer garments
- Thermal under garments
- Insulated gloves
- Insulated socks
- 2. The year for the purpose of utilization of compensatory time shall end on September 30.

- 3. The Employer agrees to enforce the State of Iowa Violence-Free Workplace Policy. Training will be available for employees upon request.
- 4. The Employer agrees to provide for safety shoes consistent with the provisions of the main body of the contract.

APPENDIX E DEPARTMENT OF CORRECTIONS

- 1. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in accordance with Article IX, Section 11, Vacations.
- 2. In the event an employee of a correctional institution has been determined by the Appointing Authority to have been held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determined by a licensed physician to be necessary for recovery from stress. Such paid leave shall not be charged against the employee's sick leave account.
- 3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding inmates/residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 15, 1987.
- 4. "Med Passer" differential will be paid to Correctional Officers and Nursing Unit Coordinators that are required to pass medication. An eligible employee will receive seventy-five cents (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

- 5. The Employer will allow Union representatives the use of an existing phone line for Union business with supervisor's approval. This will be at no additional cost to the Union or the Employer. Use of this will be in compliance with Article II and Article IV of this Agreement.
- 6. Effective July 1, 2009, the Employer agrees to provide a paid meal period to all employees in the job classifications of Correctional Building Service Coordinators, Correctional Trades Leaders, and Correctional Food Services Coordinators. The Employer agrees to continue providing paid meal periods for those positions currently receiving them.
- 7. The Department of Corrections agrees that any changes to posts/positions that become open or are created will be discussed at monthly institution Labor/Management meetings.
- 8. Notwithstanding the language in Article III (Management Rights), the parties agree that shifts with no unpaid break for a meal period shall continue for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:

Anamosa State Penitentiary
Iowa Medical and Classification Center
Iowa State Penitentiary
Mount Pleasant Correctional Facility

Effective September 1, 2015; the parties agree that shifts with no unpaid break for a meal period shall be implemented for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:

Clarinda Correctional Facility
Iowa Correctional Institute for Women

The parties agree that discussions shall be held at Local Labor/ Management Meetings for the creation of shifts with no unpaid break for a meal period for Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:

Fort Dodge Correctional Facility Newton Correctional Facility North Central Correctional Facility

The State may make administrative adjustments to their start and finish times to implement staggered shifts as needed.

APPENDIX F DEPARTMENT OF TRANSPORTATION

- 1. Pursuant to Article VIII, Section 1, Work Schedules, employees called out to work contiguous to their regularly scheduled shift will be allowed to complete their shift up to a total of twelve (12) consecutive hours.
- 2. The following shall control the interpretation of Article VIII, Section 1, as applied to the Department of Transportation and shall not serve as a precedent to grievances from other departments nor serve in a prejudicial manner to either the Employer or the Union with respect to grievances from other departments:
 - a. Schedules:

DOT maintenance employees will be furnished work schedules indicating the employees' days and hours of work. These schedules are for informational purposes only and shall not constitute the basis of a grievance concerning overtime eligibility or computation.

DOT employees working on a construction project will be informed of the location and hours of work of their assignment as soon as practicable after the Employer becomes aware of the location and hours of work.

- b. Hours:
 - Reduction in hours during the work week should be done for lack of work or other legitimate reasons. Such determinations are at the sole discretion of the Employer. Maintenance garage employees will be sent home on the basis of inverse seniority within the maintenance garage. For purposes of this paragraph only, seniority groups will be defined as the individual job classification, except for Highway Technician Associate and Highway Technicians that are assigned to and currently performing highway maintenance work and Equipment Operators Seniors who shall constitute a single seniority group.
- 3. Pursuant to Article VIII, Section 2, Overtime, for Blue Collar and Technical bargaining unit employees, in those cases when an employee, who is not scheduled for Saturday and Sunday work, is sent home due to lack of work, or is sick on a scheduled work day, work performed on a Saturday or Sunday during that work week will be paid at the premium rate of pay.

4. Pursuant to Article VIII, Section 2, Overtime, for "equalization of overtime" purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflects the attempted contact, then the employee will be recorded as having declined to work overtime. Overtime equalization will be within twenty (20) hours per fiscal year.

A shared worker returning to his/her regular work unit shall be credited with the average number of overtime hours worked by employees within the same classification within the work unit while the employee was performing the shared worker duties.

- 5. Pursuant to Article IX, Section 12, Holidays:
 - a. Holiday pay will be equal to one (1) regularly scheduled work day whether the employee actually works or not.
 - b. Holiday pay for employees assigned to and working on a construction site will be equal to the average of the hours worked per day in the work week containing the holiday, not to exceed ten (10) hours but not less than eight (8) hours.
- 6. The Employer agrees to provide reimbursement of one hundred dollars (\$100.00) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met. The cold weather gear eligible for this reimbursement includes:
 - winter head gear/face masks
 - winter outer garments
 - thermal under garments
 - insulated gloves
 - insulated socks

The employees eligible for this reimbursement include:
 Highway Technician Associate (Equipment Operators)
 Highway Technician
 Equipment Operator Senior
 Highway Technician Senior
 Garage Operations Assistant
 Construction Technician
 Construction Technician Senior
 Survey Party Chief

Construction Technician Assistant
Asst. Survey Party Chief
Soils Party Chief
Bridge Inspector 1
Bridge Inspector 2
Asst. Soils Party Chief
Mechanic
Maintenance Worker 2
Electrician
Electrician
Electrical Maintenance Specialist
Transport Driver
Locksmith
Communication Technician 1
Communication Technician 2
Communication Technician 3

Anyone who performs winter operations as a shared worker.

This section will apply to any classes or position(s) mutually agreed upon by Management and the Union based on the primary duties of the position(s). If the parties are unable to agree, DAS-HRE will mediate a resolution. If unable to reach a mediated resolution, the Director/Designee of the Department of Transportation and the President of AFSCME Iowa Council 61/Designee will make the decision.

- 7. When required for safety reasons there shall be two (2) employees of the DOT assigned to extra heavy-duty right-wing trucks during snow removal operations when winging outside the shoulder line. The use of the wing as a moldboard extension for plowing pavement and shoulder surfaces is excluded.
- 8. Motor Vehicle Officers and Motor Vehicle Sergeants with at least twenty-two (22) years of seniority, but not more than fifty percent (50%) of the crew, by classification, will not be required to work the late shift (shift 3). If it becomes necessary to assign employees to work the late shift, they will be assigned in reverse seniority order.
- 9. Employees in the Highway Division will be eligible for work differential under the following parameters.
 - A. Those employees who are not Highway Technician
 Associates, Highway Technicians and Highway Technician
 Seniors, Equipment Operator Seniors, Garage Operations
 Assistants or Mechanics when performing the duties in one
 (1) of the following activities:
 - * Phase One snow/ice removal
 - * Phase Two snow/ice removal
 - * Frost Runs
 - * Chemicals and Abrasives
 - * Snow Fence

- * Equipment Cleaning
- * Other snow/ice duties
- * Anti-icing.
- B. Those employees who are not in the Construction Technician series, Materials Technician/Fabricators series, Highway Technicians or Highway Technician Seniors will be eligible for work differential when performing the following duties:
 - * Construction Inspection
 - * Materials Inspection
 - * Survey duties related to a specific construction project
 - * District Land Survey operations.

Eligible employees will be paid a work differential of six and one-half percent (6.5%) of the top pay of a Highway Technician Associate for hours actually worked performing the duties specified above.

Training that Management requires to perform duties covered by the work differential will be paid at the work differential rate. The differential will not be paid for any day the employee is not assigned these duties.

Management will determine the number of employees in each work unit eligible for this differential. Qualified employees within the affected work unit(s) will be selected on the basis of seniority absent a business necessity that would dictate otherwise. If an insufficient number of employees are interested, the Employer may require employees to do the work, starting with the least senior qualified employee. Permanent employees may notify their immediate supervisor of their preference not to participate in work eligible for these differential pays and Management will make every attempt to grant this request.

- 10. The parties agree to allow employees at their discretion to accumulate up to two hundred (200) hours of compensatory time. Any hours over two hundred (200) will be paid in cash. The year for purposes of utilization of compensatory time shall end on either March 31 or September 30, whichever the employee elects for the duration of this agreement.
- 11. For purposes of Labor/Management Meetings, Driver License Station Employees will be considered its own Labor/Management local. The Employer and the Union agree to establish quarterly Labor/Management meetings and will be in accordance with current contract language Article XI, Section 15(B).

- 12. Upon retirement from Motor Vehicle Enforcement or the Bureau of Investigation & Identity Protection, the Department will issue the retired officer identification pursuant to the Law Enforcement Officers Safety Act of 2004.
- 13. For vacancies posted after July 1, 2009, the residency requirement for Motor Vehicle Officers will be posted by county. The residency requirement for Sergeants, Motor Carrier Investigators, and the Investigators within the Bureau of Investigation & Identity Protection and Hazardous Materials Specialists will be a twenty (20) air mile radius of the location designated by the Employer.
- 14. While attending training held at Camp Dodge, employees will lodge at Camp Dodge or a location authorized by Management.

APPENDIX G DEPARTMENT OF HUMAN SERVICES

1. "Med Passer" differential will be paid to qualified employees (Youth Service Workers, Youth Service Technicians, Resident Treatment Workers, Resident Treatment Technicians, and Psychiatric Security Specialists). Additional classifications shall be mutually agreed upon by the Employer and AFSCME Iowa Council 61. An eligible employee will receive a seventy-five cents (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

The Employer will continue to provide employees passing medications with a refresher course once during the term of this master contract. Medication information maintained by the institution will be made accessible to employees who are passing medications.

A Local Labor/Management Committee will be created and shall hold the first meeting no later than October 1, 2015, consisting of three (3) med passers chosen by the Local Union and three (3) Management representatives, who are involved in med passing. This Committee shall address the issues, problems and concerns with med passing procedures. Management and the Union will each develop a list of issues to be discussed. This list shall be sent to the other party at least two (2) weeks prior to the scheduled meeting. Management and the Union will agree upon the time frames for the meetings and a process to

address the issues. Union employees on this Committee will be in pay status for these meetings.

If the Local Labor/Management Committee is unable to resolve any issue, the issue will be moved to the Statewide Labor/Management Committee. For the purpose of this Labor/Management Committee meeting, the President of AFSCME Iowa Council 61, or designee, and the Director of the Iowa Department of Administrative Services, or designee, will be part of the Statewide Labor/Management Committee. The Committee will address the issue(s) that were unresolved at the Local Labor/Management meeting. Management and the Union will agree upon the time frames for the meetings and the procedure to address unresolved issue(s). Union employees on this Committee will be in pay status for these meetings. The Local Union will pay for all transportation costs for Union members attending these meetings.

2. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding, a sum of fifty thousand dollars (\$50,000) for each fiscal year of the Agreement shall be set aside within the DHS to fund these programs. These funds may be expended for training programs, participation in employee tuition reimbursement costs, or other education or career enrichment activities. The expenditure of funds under this Agreement is contingent upon the continued availability of this funding.

It is the intention of both parties to improve the quality of training and education of the employees engaged in the care and treatment and related services to DHS residents and patients.

- 3. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. These discussions will continue at the local Labor/Management Meetings or at the Statewide DHS Labor/Management Meetings pursuant to Article XI, Section 15. The parties agree to use a professional facilitator to conduct the meetings, as necessary. The facilitator shall be selected by mutual agreement.
- 4. The President of AFSCME Iowa Council 61 will be provided a report within fifteen calendar (15) days of critical incidents resulting in injury to staff by clients requiring medical attention off grounds. This report will contain the following information:

Name of the employee;
Date and time of the incident;
Facility, shift and work location; and
Description of the incident

- 5. At the Independence Mental Health Institute, whenever the Employer decides to realign the number of RTWs assigned to a shift, the positions where an employee is needed shall be offered to the most senior employee. If no senior employee volunteers for the offer, employee(s) shall be mandated in reverse seniority order. If further realignment is necessary, the Employer will offer the position by seniority within the classification on the shift where the realignment is determined to be needed. If no employee volunteers the least senior employee on the shift with excess assigned staff will be assigned. This process may be altered by mutual agreement. This will not be precedent setting or used as such in any forum.
- 6. In the event that equipment is purchased, and the operation of that equipment is assigned to an employee, the Employer agrees to provide that employee with such training as is necessary, as determined by the Employer, to carry out the duties of the assigned position.
- 7. The Employer agrees to provide a reimbursement of one hundred dollars (\$100.00) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. The cold weather gear eligible for this reimbursement includes:
 - Winter head gear/face masks
 - Winter outer garments
 - Thermal under garments
 - Insulated gloves
 - Insulated socks
 - Insulated boots

The employees eligible for this reimbursement include no more than one hundred twenty (120) employees, as follows. The Union will provide a list of eligible employees at each institution on or before September 15 of the first contract year.

•	Woodward	20
•	Independence	27
•	Cherokee	26
•	Eldora	19
•	Glenwood	28

8. By agreement between the individual DHS Institutions and the Local Union, through Labor/Management Committees, the parties will explore the possibility of scheduling shifts without the thirty (30) minute meal period.

APPENDIX H ATTENDANCE POLICY

Policies which may be developed during the term of this Agreement will be done with Union input.

APPENDIX I DEPARTMENT OF ADMINISTRATIVE SERVICES GENERAL SERVICES ENTERPRISE (DAS-GSE)

General Services Enterprise (DAS - GSE)

1. Definitions: For the purpose of this policy, the following definitions shall apply:
Payday: the day designated by DAS-SAE for the distribution of pay warrants and direct deposit warrant stubs.

Paycheck: a pay warrant or direct deposit warrant stub received by the employee as payment for hours worked or paid leave granted. Current Contract Language

- 2. Policy: It is the policy of DAS that all supervisors shall distribute paychecks on payday prior to each employee's regularly scheduled lunch break.
 - If an employee is unavailable when the supervisor first attempts to deliver the paycheck, the supervisor will make an additional attempt to deliver the check prior to the employee's lunch break. If the paycheck has not been delivered to the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office will retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee. Current Contract Language
- 3. The Employer will develop, with the assistance of the Union, a policy and program to identify the conditions requiring the use of personal protective equipment. The policy and program shall include, but not be limited to, the procedures regarding acquisition of personal protective equipment, for prescription safety glasses, protective footwear, and spring and severe cold weather clothing. The above language means the

replacement only of existing cold weather clothing which the Employer will make available once every two (2) years starting in fiscal year 2011 to a predetermined group of the employees (approved prior to implementation by both Union and Management) working in the grounds, mechanical, electrical, DAS- GSE Construction Project Managers who are currently classified as Executive Officers covered by this contract, carpentry, drivers, custodial and locksmith areas.

- 4. Employees will notify management prior to purchasing safety shoes. The Employer will reimburse employees for the cost, up to one hundred fifty-five dollars (\$155), of ANSI rated safety shoes for employees who are required to wear them.
- 5. The Employer will designate September 30 as the date the employees have to utilize compensatory time or be paid out in cash.

APPENDIX J BOARD OF REGENTS (BOR)

A. Board of Regents Institutions

1. On a monthly basis, the Employer will provide the local Unions with a list of all employees considered to be confidential. The list shall include each employee's name, classification, seniority date, appointment percentage and work location.

The Employer will furnish the data fields specified in Article II, Section 2(F), monthly to both AFSCME Iowa Council 61 and the Regents local Unions at no cost to the Union.

- 2. Pursuant to Article II, Section 4(D), each institution within the BOR will continue its practice regarding Employer and employee contributions to TIAA/CREF or any qualified substitute retirement annuity during any Union leave without pay of thirty (30) calendar days or less.
- 3. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 1 and to the following persons or their designee at Step 2:
 - a. Iowa Braille and Sight Saving School: Superintendent
 - b. Iowa School for the Deaf: Superintendent
 - c. Iowa State University: Associate Vice President for Human Resource Services
 - d. University of Iowa: Senior Associate Director, Human Resources, Director of Employee and Labor Relations.

The University of Iowa reserves the right to remove Social Security numbers from grievances. University ID or Employee ID may be used in lieu of Social Security numbers.

- e. University of Northern Iowa: President
- 4. Pursuant to Article IV, Section 2, grievances which have not been settled under the foregoing procedure are eligible for arbitration and the BOR office will be the representative in arbitrations involving the Regents institutions.
- 5. Pursuant to Article IV, Section 14, BOR Institutions shall participate in GRIP with one management panel member from the BOR Office staff.
- 6. The Employer and the local Unions shall establish a procedure for providing copies of all job postings to the local Unions.
- 7. Pursuant to Article XII, Section 2, Buildings/ Structures/Steam Tunnels, the Employer and the Union, at local Labor/Management meetings, will establish policies and procedures for safe operation and protocol for work in steam tunnels and permit-required confined spaces.
- 8. Pursuant Article XII, Section 5, the Employer will reimburse employees for the cost, up to ninety dollars (\$90), of safety shoes for employees who are required to wear them.
- 9. The Employer will follow protocol established by CDC and other accrediting bodies, such as Joint Commission on the Accreditation of Hospitals. Education will be provided as needed. Other issues shall be referred to Health & Safety Committees pursuant to Article XII, Section 11.
- 10. Pursuant to Article V, Section 2 (Seniority Lists), the Regents Institutions shall prepare and distribute seniority list electronically. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. An electronic copy of the seniority list shall be furnished to the Union and local union at the time of distribution. Additionally, sixty (60) hard copies, or less by mutual agreement, will be provided, per campus, for the local union(s) to post at their discretion.
- 11. University Police Officers, at all Universities, who are required to prepare for or make court appearances during their off duty time will receive the greater of two (2) hours or actual time spent for each non-consecutive activity. The time spent in any of the above activities shall count for the purpose of computing overtime pay.

B. Iowa State University

- 1. Pursuant to Article XI, Section 7, Training, employees at Iowa State University who work with asbestos shall receive training and medical examinations in accordance with State of Iowa law. Training for handling of other hazardous materials and chemicals will be provided in accordance with applicable regulations and laws.
- 2. Iowa State University agrees to make available cold weather gear (insulated Carhartt bibs, coats, and gloves) for the snow crew.

C. University of Iowa

- 1. The University of Iowa will provide Local 12 with the employee ID utilized by the University for all employees.
- 2. Bargaining unit members may be invited to participate in University of Iowa Wellness programs on a similar basis to other University of Iowa faculty and staff, at the University's sole discretion. Bargaining unit employees may receive cash incentives established at the University's sole discretion as part of these programs. Employees may be responsible for any fees that may be required for individual programs. If meetings for a particular program occur during an employee's regularly scheduled work time, the employee may be released to attend by his/her immediate supervisor in paid status. Absences for treatment or rehabilitation at the direction of the employee's health care provider and not directly associated with the UI Wellness programs are not addressed by this provision but may be covered under the sick leave provision of this agreement. Release time to attend Wellness related activities shall be at the sole discretion of the Employer.

The participation of bargaining unit employees at the University of Iowa in the University's Wellness programs does not create a precedent or obligation on the part of other units of the Employer. Furthermore, the University may make changes to its Wellness programs at its sole discretion, so long as bargaining unit staff members are treated consistent with other University faculty and staff in regard to such changes.

Further, the parties agree if funding should become available for the creation of wellness programs for merit-covered staff at the other Regent institutions that such programs would be discussed with AFSCME Iowa Council 61 before implementation.

D. University of Northern Iowa

- 1. Pursuant to Article IX, Section 11(D), Police Officers at the University of Northern Iowa shall be allowed to take vacation time in increments of one (1) day or more for special occasions when no trade in the work week can be arranged.
- 2. The University of Northern Iowa shall maintain its current policy regarding cold weather clothing for employees.

APPENDIX K EDUCATION

Department of Education Employees - the Department of Education will provide sixteen (16) hours of work time for job related professional development approved by Management during the term of the Collective Bargaining Agreement.

APPENDIX L SECURITY BARGAINING UNIT

- 1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue providing paid meal periods for those positions currently receiving them.
- 2. Pursuant to Article XII, Section 3, Protective Clothing, the Employer shall provide and maintain a sufficient amount of appropriate clothing for employees required to work in inclement weather and/or hazardous environments so that employees will not be required to wear the protective clothing worn by employees on the preceding shift.

APPENDIX M DEPARTMENT OF NATURAL RESOURCES

- 1. Park Managers shall not be assigned to work more than eight (8) weekends during non-peak season (November 1-April 15), except in those areas where the state maintains year round cabins or lodges.
- 2. All Park Manager positions shall be posted in accordance with the current staffing plans, after the plan has been presented to the Statewide Labor-Management meeting and Union input has been received.

- 3. Park Managers shall be provided with cell phones. Police radio equipment shall be provided for each Park Manager's State vehicle unless otherwise agreed upon between the employee and the Employer.
- 4. Pursuant to Article VIII, Section 6, Shift Differential; Section 7, Standby; and Section 8, Call-Back Time; employees who live in State-owned houses, specifically including the job classifications of, 05301 Natural Resources Technician 1, 05331 Natural Resources Technician 2, and 05335 Park Manager, shall not be eligible for shift differential, standby, or call-back compensation.

APPENDIX N PROFESSIONAL FISCAL & STAFF BARGAINING UNIT

- 1. Pursuant to Article VIII, Section 1, the following applies to field staff personnel:
 - a. Employees who are required to work outside the normal office setting or hours are considered "field staff." The Employer shall designate those employees who are to be considered field staff and such employees shall not receive compensatory time for work in excess of the normal forty (40) hour work period.
 - b. The parties recognize that the agency exists to meet the needs of the public, through principles of professionalism, including accountability and flexibility. The agency will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours "consistent with the fulfillment of their duties and requirements."
 - C. The policies existing on January 1, 1987 relating to the establishment of work schedules shall be maintained for field staff employees.
 - d. Field staff employees in DAS-SAE, Revenue, Iowa Workforce Development and Inspections and Appeals who do not receive premium overtime, will receive hour for hour compensatory time credited to their account for hours worked in excess of forty (40) hours in any work week when those hours fall on a Saturday or a Sunday and the employee has received prior Management approval before working those hours.
 - e. All Professional Fiscal & Staff job classifications that are eligible for premium overtime will be designated as such in Appendix A.

- 2. Pursuant to Article VIII, Section 1, work schedules for non-field staff personnel are as follows:
 - a. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period.
 - All employees in the bargaining unit who are not field b. staff personnel shall be granted hour for hour compensatory time for all hours worked in excess of forty (40) hours in any work week. The decision to take pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of forty (40) hours in any work week. Such compensatory time shall be credited to the employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.
 - c. Where practical and feasible, as reasonably determined by Management, the employee may elect flexible hours of work including:
 - (1) Variable starting and ending times
 - (2) Compressed work week such as:
 Four (4) ten (10) hour days
 Four (4) nine (9) hour days and one (1) four (4)
 hour day
 - (3) Other mutually agreeable flexible hour concepts

Upon separating from State service, employees shall be paid for any unused earned compensatory time.

- 3. Pursuant to Article VIII, Section 3, Meal Periods, bargaining unit employees will be granted an unpaid and unscheduled meal period.
- 4. Pursuant to Article VIII, Section 4, Rest Periods, bargaining unit employees will receive two (2) fifteen (15) minute rest periods per day. Such rest periods will be unscheduled.
- 5. Pursuant to Article X, Section 3C, Unpaid Educational Leave, up to fifteen (15) PFS employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

APPENDIX O CLERICAL BARGAINING UNIT

- 1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing meal periods for all bargaining unit employees.
- 2. Pursuant to Article VIII, Section 4, Paid Rest Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing rest periods for all bargaining unit employees. The employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

APPENDIX P COMMUNITY BASED CORRECTIONS BARGAINING UNIT

- 1. Employees in the Community Based Corrections Bargaining Unit will be included in the Grievance Resolution Improvement Process (GRIP). One member of CBC Management, from a different district, will be allowed to sit on the panel of CBC cases.
- 2. Pursuant to Article VIII, Section 1, Community Based Corrections employees who are required to work outside the normal office setting or hours are considered "field staff." The Employer reserves the right to designate which employees are to be considered field staff, and such employees shall not receive overtime compensation pursuant to Section 2 of that Article. If the following criteria are met, the Employer may designate the employee as field staff:

The employee works outside the normal office setting or outside normal working hours at least fifty percent (50%) of the time, and the employee's time outside of the normal office setting or normal working hours is uncontrollable, difficult to schedule, or governed by the needs of others.

The parties recognize that State agencies exist to meet the needs of the agency, through principles of professionalism, including accountability and flexibility. State agencies will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours consistent with the fulfillment of their duties and requirements.

a. State agencies will establish the workload necessary to meet the needs of the agency.

> b. Certain designated core hours will be established by mutual agreement to meet local needs. These core hours will be established to afford the clients an opportunity to contact employees during designated office time, to allow for scheduling of staff meetings and supervisory conferences, and to allow Management the means by which to insure staff development and to meet its duties and responsibilities.

In the event an employee and local Management are unable to agree upon core hours, the matter will be reviewed by the Appointing Authority or his/her designee who will render a final decision.

- c. The employees will be able to set their own work hours to maintain their assigned workload, with the exception of certain designated hours of core time. Units of work will be determined to meet the needs of the agency outside of the core hours. It will be the employee's responsibility to insure that adequate hours outside of the core hours are worked to meet the needs of his/her assigned duties. The employees will be allowed adequate flexibility to determine which hours are necessary for maintaining their assigned workload; therefore, no overtime will be given for hours worked in excess of the normal work week.
- d. Although the employee generally controls his/her work schedule outside of the set core hours, the hours worked or not worked must be consistent with job expectations. Management reserves the right to review workloads to insure that these expectations are being met, as well as meeting the needs of the agency. Additionally, nothing in this Appendix shall be construed to prohibit requiring employees to submit weekly work plans and/or daily report sheets.
- e. The provisions of Article VIII, Section 6, Shift Differential, and Section 8, Call-Back Time, are not applicable to field staff employees.
- 3. All employees in the bargaining unit who are not field staff personnel or are not in classes designated by an asterisk in Appendix A, Community Based Corrections, shall be granted hour for hour compensatory time for all hours worked in excess of eighty (80) hours in any pay period. The decision to pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of eighty (80) hours in any pay period. Such compensatory time shall be credited to the

employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.

- 4. Pursuant to Article X, Section 3, Leaves of Absence may be granted by the District Director.
- 5. Consistent with Article X, Section 3(C), Unpaid Educational Leave, up to eight (8) Community Based Corrections employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.
- 6. Pursuant to Article X, Section 3(F)1, the employee shall have the right to be returned to his/her position or one of like nature in the same county.
- 7. Pursuant to Article XII, Section 6, claims for damage to personal items up to a maximum of three hundred dollars (\$300) may be submitted to the District Director. Claims for amounts in excess of three hundred dollars (\$300) shall be submitted to the District Board of Directors.
- 8. Pursuant to Article XII, Section 7 Employer-Owned Vehicles, the Employer shall not require that employees transport clients in their personal vehicles.
- 9. Article XII, Communicable/Contagious Diseases. Employees will be provided with appropriate information regarding residents who have been identified as having communicable/contagious diseases of substantial health risk.
- 10. Article XII, High Crime Areas. The Employer shall make a good faith effort to assure that bargaining unit employees are not required to enter high crime areas alone. The provisions of this paragraph shall not be construed to require the Employer to hire additional personnel. Grievances alleging violations of this paragraph shall not be eligible for arbitration under Article IV of this Agreement.
- 11. Article XII, Communication Devices. The Employer shall provide communication devices for employees who provide intensive supervision and for employees who perform on-site furlough checks in accordance with the following:

All communication devices shall enable the employee to have direct access capability which does not require operator assistance. Further, they shall have an acceptable access range so that staff will maintain effective use of the device. Finally, all staff will be properly trained on the use of those communication devices available to them. Within the

- guidelines established here, the selection of the particular type of communication device is a local Management decision.
- 12. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding and adequate staffing coverage, each Judicial District Department of Correctional Services and the Department of Corrections shall allocate resources to provide in-service employee correctional career training that is equally available to all interested line staff.

It is the intention of both parties to improve the quality and the availability of training and education of employees engaged in the supervision, treatment and related services to offenders under the jurisdiction of the Judicial District Departments of Correctional Services.

- 13. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Chapter and the four (4) state wide Local Officers and up to an equal number from management will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only.
- 14. The parties recognize the necessity of securing offender medications within Residential Correctional Facilities. Employees who are designated to allot medication at an offender's request will receive seventy-five cents (\$0.75) per hour differential for a full shift on any day that he or she is designated to allot medication, regardless of whether he or she allots medication on each hour of the shift.
- Section 6 Sick Leave 15. Pursuant to Article IX, Section 10, paragraph F, Sick Leave, Conversion Rights, employees who have accumulated a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month, may elect to have six (6) hours added to their accrued vacation account in lieu of adding their total monthly accrual to their accrued sick leave account. In the case of eligible permanent parttime employees, such conversion rights shall be prorated at the rate of two (2) to one (1) [one (1) hour of vacation for every two (2) hours of earned sick leave]. Employees who have made an election pursuant to these provisions will be allowed to accumulate up to an additional eighteen (18) days (144 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

APPENDIX Q IOWA WORKFORCE DEVELOPMENT DEPARTMENT

- 1. The Union and the Employer agree to continue Statewide Labor/Management Meetings according to the procedure used during the 2005-2007 Collective Bargaining Agreement.
- 2. In accordance with Article VIII, Section 2(A)(2), department approved Workforce Development training and conferences will be regarded as hours worked for the purpose of computing overtime pay.

APPENDIX R MEMORANDUM OF UNDERSTANDING #1 Recruitment for Health Care Professionals

DAS-HRE's recruitment coordinator will facilitate a labor management committee consisting of four (4) labor representatives and four (4) management representatives to identify recruitment issues in the health care professions. After identifying these issues, the committee with develop a plan to implement recruitment strategies. The committee will meet during the life of this contract.

MEMORANDUM OF UNDERSTANDING #2 Minimizing Mandatory Overtime

The Parties agree that minimizing mandatory overtime is a common goal. Every reasonable attempt will be made by the Employer to satisfy overtime needs by using volunteers rather than requiring employees to work outside their scheduled shift. The parties agree to continue their good faith efforts to work together to minimize mandatory overtime and, at the Iowa Veterans Home and the Department of Human Services, will work through local labormanagement team meetings to address these issues. Either party at the local level may refer the matter to the President of AFSCME Iowa Council 61 and the Chief Operating Officer of DAS-HRE who shall intervene in an effort to resolve the issue.

MEMORANDUM OF UNDERSTANDING #3 Second Shift Differential ASP and ISP

The parties agree that Anamosa State Penitentiary and Iowa State Penitentiary will continue the practice of paying shift differential for second shift, at the shift differential rate as stated in Article VIII, Section 6 of the Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING #4 Job Evaluation

In accordance with Article II, Section 1D, the Employer will notify the Union prior to adding or deleting classes in the classification plan. During the term of this agreement the Union may submit up to eight (8) job classes; [four (4) General Government and four (4) Board of Regents] for job evaluation review. No more than one (1) department specific job classification in any one (1) department may be submitted. The Union will provide documentation that the classification has undergone a major change in duties, or that the classification has documented evidence of recruitment and retention problems.

After receiving this information, the Employer (DAS or BOR) will study, verify and gather further information as needed on the classes selected. The Employer will apply the job evaluation instrument and determine the final point factor score for each job classification. The Employer will determine the pay grade assigned to each classification based on the final point factor score, as well as the market comparison. The Chief Operating Officer of DASHRE will notify the President of AFSCME Iowa Council 61 of the pay grades recommended. The President of AFSCME Iowa Council 61 may request a meeting within twenty (20) calendar days following the receipt of the recommendations if the President of AFSCME Iowa Council 61 does not agree with the pay grade.

The final paygrade recommendations shall become effective on a date agreed to by the parties.

APPENDIX S IOWA VETERANS HOME

- 1. "Med Passer" differential will be paid to qualified employees (Resident Treatment Workers and Resident Treatment Technicians) on a daily basis. An eligible employee will receive a seventy-five cent (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.
- 2. Pursuant to Article XI, Section 7, Training:
 It is the intention of both parties to improve the quality of training and education of the employees engaged in providing care, treatment and related services to Iowa Veterans Home (IVH) residents and patients.
- 3. Employees covered at the IVH by Appendix W, Patient Care, shall be compensated for hours worked in excess of a regular bi-weekly schedule (80 hour pay period) instead of forty (40) hours per week as provided by the State/AFSCME Collective Bargaining Agreement. (See Appendix W)

The parties agree that employees in the Nursing Unit will still be allowed to trade days off within the pay period. Trades must be approved by the Nursing Office administrative staff to ensure that each employee maintains eighty (80) scheduled hours in the payroll pay period.

- 4. The State and the Union will work together to find a methodology and train employees on how to effectively handle violent clients.
- 5. The Employer agrees to reimburse employees of the maintenance department up to a maximum of one hundred dollars (\$100.00) for each employee not to exceed twenty-four hundred dollars (\$2,400) per fiscal year to purchase cold weather protective clothing.
- 6. IVH employees can use the wellness room for thirty-six dollars (\$36.00) per year.
- 7. The parties will enter into a letter of agreement regarding the upgrade of the Clerks to Mail Clerk 1.

APPENDIX T PATIENT CARE BARGAINING UNIT

- 1. Pursuant to Article XI, Section 5, Tuition Reimbursement, the Employer will schedule in-service training sessions at least four (4) times per fiscal year. The Department of Corrections, Department of Human Services and the Iowa Veterans Home will provide sixteen (16) hours of work time for job related professional development approved by Management for registered nurses during the term of the Collective Bargaining Agreement.
- 2a. Pursuant to Article VIII, Section 2(B), Overtime Compensation, employees in the Patient Care bargaining unit excluding Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants, and employees in job classes in the Patient Care bargaining unit covered by the premium overtime provisions of Article VIII, Section 2 (see Appendix A) shall be compensated for hours worked in excess of forty (40) in a work week with equivalent paid leave on an hour for hour basis.
- 2b. Pursuant to Article VIII, Section 2(B), Overtime Compensation, Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants shall be compensated at the rate of one and one half (1½) for all hours in pay status in excess of eighty (80) hours in a pay period.
- 2c. Except for employees referred to in 2b. above, at the end of the fiscal year, the paid leave balance will be carried forward into the new fiscal year and will not be cashed out. The Employer shall make every reasonable effort to ensure that employees may use paid leave accrued under this Appendix in accordance with operational needs.
- 3. Temporary vacancies shall be offered to the most senior employee for voluntary assignment but shall be mandated to the least senior employee if all more senior employees refuse the assignment unless the Employer has a business necessity or the vacancy requires the employee to possess a special qualification.
 - The parties agree that temporary vacancy policies or practices that are currently in place will remain intact unless mutually agreed upon otherwise. Policies which may be developed during the term of this Agreement will be done with Union input.
- 4. Each local Union shall develop a protocol at each DOC facility specifying a proposed scheduling system for holidays which has zero (0) budget impact and provides necessary coverage. Upon receipt of the proposal by management, a date for the

- implementation of the schedule will be set no later than thirty (30) days after receipt.
- 5. No Patient Care Bargaining Unit employee shall be responsible for the determination, approval or scheduling of overtime, due to call ins.

APPENDIX U DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

The year for the purpose of utilization of compensatory time shall end September 30.

Iowa Executive Branch Effective June 28, 2019

Pay	Annual	Annual	Bi-	Bi-	Hourly	Hourly
Grade	Minimum	Maximum	Weekly	Weekly	Minimum	Maximum
			Minimum	Maximum		
10	\$23,025.60	\$32,427.20	\$ 885.60	\$1,247.20	\$11.07	\$15.59
11	\$24,190.40	\$34,091.20	\$ 930.40	\$1,311.20	\$11.63	\$16.39
12	\$25,168.00	\$35,859.20	\$ 968.00	\$1,379.20	\$12.10	\$17.24
13	\$26,416.00	\$37,419.20	\$1,016.00	\$1,439.20	\$12.70	\$17.99
14	\$27,560.00	\$39,228.80	\$1,060.00	\$1,508.80	\$13.25	\$18.86
15	\$28,724.80	\$41,350.40	\$1,104.80	\$1,590.40	\$13.81	\$19.88
16	\$29,889.60	\$43,160.00	\$1,149.60	\$1,660.00	\$14.37	\$20.75
17	\$31,200.00	\$45,406.40	\$1,200.00	\$1,746.40	\$15.00	\$21.83
18	\$32,406.40	\$47,590.40	\$1,246.40	\$1,830.40	\$15.58	\$22.88
19	\$34,028.80	\$49,732.80	\$1,308.80	\$1,912.80	\$16.36	\$23.91
20	\$35,630.40	\$52,166.40	\$1,370.40	\$2,006.40	\$17.13	\$25.08
21	\$37,190.40	\$54,704.00	\$1,430.40	\$2,104.00	\$17.88	\$26.30
22	\$38,875.20	\$57,345.60	\$1,495.20	\$2,205.60	\$18.69	\$27.57
22E	\$37,731.20	\$55,681.60	\$1,451.20	\$2,141.60	\$18.14	\$26.77
23	\$40,580.80	\$60,132.80	\$1,560.80	\$2,312.80	\$19.51	\$28.91
23E	\$39,395.20	\$58,385.60	\$1,515.20	\$2,245.60	\$18.94	\$28.07
24	\$42,827.20	\$62,961.60	\$1,647.20	\$2,421.60	\$20.59	\$30.27
24E	\$41,579.20	\$61,131.20	\$1,599.20	\$2,351.20	\$19.99	\$29.39
25	\$44,179.20	\$66,060.80	\$1,699.20	\$2,540.80	\$21.24	\$31.76
25E	\$42,889.60	\$64,147.20	\$1,649.60	\$2,467.20	\$20.62	\$30.84
26	\$45,801.60	\$69,555.20	\$1,761.60	\$2,675.20	\$22.02	\$33.44
26E	\$44,449.60	\$67,516.80	\$1,709.60	\$2,596.80	\$21.37	\$32.46
27	\$47,881.60	\$72,571.20	\$1,841.60	\$2,791.20	\$23.02	\$34.89
27E	\$46,488.00	\$70,428.80	\$1,788.00	\$2,708.80	\$22.35	\$33.86
28	\$50,148.80	\$76,377.60	\$1,928.80	\$2,937.60	\$24.11	\$36.72
28E	\$48,672.00	\$74,131.20	\$1,872.00	\$2,851.20	\$23.40	\$35.64
29	\$52,520.00	\$79,934.40	\$2,020.00	\$3,074.40	\$25.25	\$38.43
29E	\$50,980.80	\$77,563.20	\$1,960.80	\$2,983.20	\$24.51	\$37.29
30	\$54,038.40	\$83,865.60	\$2,078.40	\$3,225.60	\$25.98	\$40.32
30E	\$52,478.40	\$81,369.60	\$2,018.40	\$3,129.60	\$25.23	\$39.12
31	\$56,825.60	\$87,984.00	\$2,185.60	\$3,384.00	\$27.32	\$42.30
32	\$59,592.00	\$92,164.80	\$2,292.00	\$3,544.80	\$28.65	\$44.31
32E	\$57,865.60	\$89,481.60	\$2,225.60	\$3,441.60	\$27.82	\$43.02
33	\$62,649.60	\$96,491.20	\$2,409.60	\$3,711.20	\$30.12	\$46.39
33E	\$60,798.40	\$93,704.00	\$2,338.40	\$3,604.00	\$29.23	\$45.05
34	\$65,748.80	\$101,233.60	\$2,528.80	\$3,893.60	\$31.61	\$48.67
35	\$69,056.00	\$106,204.80	\$2,656.00	\$4,084.80	\$33.20	\$51.06
35E	\$67,017.60	\$103,064.00	\$2,577.60	\$3,964.00	\$32.22	\$49.55
36	\$72,425.60	\$111,051.20	\$2,785.60	\$4,271.20	\$34.82	\$53.39
37	\$81,203.20	\$115,544.00	\$3,123.20	\$4,444.00	\$39.04	\$55.55

Iowa Executive Branch Effective June 29, 2018

Pay	Annual	Annual	Bi-	Bi-	Hourly	Hourly
Grade	Minimum	Maximum	Weekly	Weekly	Minimum	Maximum
			Minimum Maximum			
38	\$84,988.80	\$121,035.20	\$3,268.80	\$4,655.20	\$40.86	\$58.19
38E	\$82,555.20	\$117,478.40	\$3,175.20	\$4,518.40	\$39.69	\$56.48
39	\$89,169.60	\$126,942.40	\$3,429.60	\$4,882.40	\$42.87	\$61.03
40	\$93,516.80	\$133,078.40	\$3,596.80	\$5,118.40	\$44.96	\$63.98
41	\$97,968.00	\$139,339.20	\$3,768.00	\$5,359.20	\$47.10	\$66.99
42	\$102,668.80	\$146,078.40	\$3,948.80	\$5,618.40	\$49.36	\$70.23
43	\$107,598.40	\$153,004.80	\$4,138.40	\$5,884.80	\$51.73	\$73.56
44	\$112,819.20	\$160,222.40	\$4,339.20	\$6,162.40	\$54.24	\$77.03
45	\$118,227.20	\$168,105.60	\$4,547.20	\$6,465.60	\$56.84	\$80.82
45E	\$114,774.40	\$163,176.00	\$4,414.40	\$6,276.00	\$55.18	\$78.45
46	\$125,257.60	\$178,048.00	\$4,817.60	\$6,848.00	\$60.22	\$85.60
47	\$132,558.40	\$188,364.80	\$5,098.40	\$7,244.80	\$63.73	\$90.56
47E	\$128,710.40	\$182,811.20	\$4,950.40	\$7,031.20	\$61.88	\$87.89
48	\$138,881.60	\$197,475.20	\$5,341.60	\$7,595.20	\$66.77	\$94.94
49	\$145,412.80	\$206,980.80	\$5,592.80	\$7,960.80	\$69.91	\$99.51
50	\$152,630.40	\$216,881.60	\$5,870.40	\$8,341.60	\$73.38	\$104.27
51	\$159,723.20	\$227,364.80	\$6,143.20	\$8,744.80	\$76.79	\$109.31
52	\$167,419.20	\$238,243.20	\$6,439.20	\$9,163.20	\$80.49	\$114.54
53	\$175,552.00	\$249,704.00	\$6,752.00	\$9,604.00	\$84.40	\$120.05
54	\$183,955.20	\$261,580.80	\$7,075.20	\$10,060.80	\$88.44	\$125.76
55	\$192,732.80	\$274,123.20	\$7,412.80	\$10,543.20	\$92.66	\$131.79

On the first day of the pay period that includes July 1, 2019, all wage rates in this pay matrix will increase by three percent (3.0%).

On the first day of the pay period that includes July 1, 2020, all wage rates in this pay matrix will increase by three percent (3.0%).

Board of Regents, State of Iowa Effective July 1, 2018

Pay Grade	Annual Minimum	Annual Maximum	Monthly Minimum	Monthly Maximum	Semi- Monthly	Semi- Monthly	Hourly Minimum	Hourly Maximum
					Minimum	Maximum		
3	\$27,227.52	\$40,465.44	\$2,268.96	\$3,372.12	\$1,134.48	\$1,686.06	\$13.04	\$19.38
4	\$28,396.80	\$42,302.88	\$2,366.40	\$3,525.24	\$1,183.20	\$1,762.62	\$13.60	\$20.26
5	\$29,712.24	\$44,202.96	\$2,476.02	\$3,683.58	\$1,238.01	\$1,841.79	\$14.23	\$21.17
6	\$31,090.32	\$46,207.44	\$2,590.86	\$3,850.62	\$1,295.43	\$1,925.31	\$14.89	\$22.13
7	\$32,426.64	\$48,253.68	\$2,702.22	\$4,021.14	\$1,351.11	\$2,010.57	\$15.53	\$23.11
8	\$33,888.24	\$50,425.20	\$2,824.02	\$4,202.10	\$1,412.01	\$2,101.05	\$16.23	\$24.15
9	\$35,496.00	\$52,701.12	\$2,958.00	\$4,391.76	\$1,479.00	\$2,195.88	\$17.00	\$25.24
10	\$37,041.12	\$55,060.56	\$3,086.76	\$4,588.38	\$1,543.38	\$2,294.19	\$17.74	\$26.37
11	\$38,648.88	\$57,566.16	\$3,220.74	\$4,797.18	\$1,610.37	\$2,398.59	\$18.51	\$27.57
12	\$40,465.44	\$60,155.28	\$3,372.12	\$5,012.94	\$1,686.06	\$2,506.47	\$19.38	\$28.81
13	\$42,240.24	\$62,848.80	\$3,520.02	\$5,237.40	\$1,760.01	\$2,618.70	\$20.23	\$30.10
14	\$44,202.96	\$65,667.60	\$3,683.58	\$5,472.30	\$1,841.79	\$2,736.15	\$21.17	\$31.45
15	\$46,165.68	\$68,632.56	\$3,847.14	\$5,719.38	\$1,923.57	\$2,859.69	\$22.11	\$32.87
16	\$48,232.80	\$71,681.04	\$4,019.40	\$5,973.42	\$2,009.70	\$2,986.71	\$23.10	\$34.33
17	\$50,404.32	\$74,980.08	\$4,200.36	\$6,248.34	\$2,100.18	\$3,124.17	\$24.14	\$35.91

On the first day of the pay period that includes July 1, 2019, all wage rates in this pay matrix will increase by three percent (3.0%).

On the first day of the pay period that includes July 1, 2020, all wage rates in this pay matrix will increase by three percent (3.0%).